

AGENDA
PHILADELPHIA LAND BANK
BOARD OF DIRECTORS' ANNUAL MEETING

TUESDAY, APRIL 9, 2024 – 10:00 AM
THIS MEETING WILL BE HELD REMOTELY ON ZOOM AND IS OPEN TO THE PUBLIC.

**INSTRUCTIONS FOR REGISTERING FOR PUBLIC ACCESS TO THIS MEETING
AND FOR SUBMISSION OF PUBLIC COMMENTS ARE LOCATED ON THE PAGE
FOLLOWING THE AGENDA**

AGENDA

- I. Roll Call**
- II. Approval of Minutes of the Meeting of March 12, 2024**
- III. Executive Director's Report**
- IV. Administrative Matters**

A. Interagency Transfers

- 1. The properties below are proposed for transfer to the Philadelphia Housing Authority for disposition, reuse and/or management by the Philadelphia Housing Authority, specifically affordable housing in the Eighth (8th) Councilmanic District.
 - 6657-59 Blakemore Street; 50, 56, 60-74 and 101 Collom Street; 67, 83, 85 and 87 Church Lane; 45, 47 and 51 E. Garfield Street; 5417, 5423-27, 5429-43, 5513 and 5515 Lena Street; 4949, 4951, 6526-34 Germantown Avenue; 117 Manheim Street; 36, 38, 40, 42, 44, 46 and 63 E. Wister Street – CD8 (*all properties being transferred by the Philadelphia Redevelopment Authority to the Land Bank*)
- 2. The properties below are proposed for transfer to the Philadelphia Housing Authority for disposition, reuse and/or management by the Philadelphia Housing Authority, specifically affordable housing in the Third (3rd) Councilmanic District.
 - 4310R Haverford Avenue; 4419R Market Street – CD3 (*both properties being transferred by the City of Philadelphia to the Land Bank*)

V. Property Dispositions

A. Development – Affordable Housing (unsolicited)

- 1. The properties below are proposed for disposition to BMK Properties, LLC to develop forty-five (45) single-family homeownership units in the Seventh (7th) Councilmanic

District. All forty-five (45) single-family homeownership units will be sold to households with incomes at or below 100% AMI with a maximum sale price of \$280,000. The units will be two stories, with finished basements, containing 3 bedrooms and 2 baths at approximately 1,000 SF each. Homebuyers will be eligible for the Neighborhood Preservation Initiative's Turn the Key Program. The application was unsolicited and evaluated pursuant to the disposition policy. An EOP plan will apply to this project.

- 311 Diamond St; 2219, 2231, 2233, 2235, 2250, 2301 and 2303* N. Lawrence Street; 2047, 2112, 2128, 2132, 2142, 2146, 2152, 2208, 2214, 2230, 2234, 2238, 2355, 2365, 2405, 2407, 2419, 2423, 2425 and 2433 N. 3rd Street; 1820, 1943, 2236 and 2405 N. 4th Street; 1804, 1806, 2005, 2120, 2122, 2126, 2136, 2148, 2154, 2166, 2211, 2217 and 2225 N. 5th Street – CD7 (**denotes property being transferred by the Philadelphia Redevelopment Authority to the Land Bank*)

2. The properties below are proposed for disposition to Soar City Development Co. to develop five (5) single-family homeownership units in the Fifth (5th) Councilmanic District. All five (5) single-family homeownership units will be sold to households with incomes at or below 100% AMI with a maximum sale price of \$280,000. The units will be two stories, containing 3 bedrooms and 2 baths at approximately 1,200 SF each. Homebuyers will be eligible for the Neighborhood Preservation Initiative's Turn the Key Program. The application was unsolicited and evaluated pursuant to the disposition policy. An EOP plan will apply to this project.

- 2502, 2503*, 2542*, 2552* and 2559* N 28th Street – CD5 (**denotes properties being transferred by the City of Philadelphia to the Land Bank*)

B. Development – Mixed Income Housing (unsolicited) TABLED

- ~~1. The properties below are proposed for disposition to Trinity Property Advisors to develop five (5) single-family homeownership units in the Fourth (4th) Councilmanic District. Three (3) units will be two stories, 3 bedrooms and 2 baths at approximately 1,000 SF each. They will be sold at 100% AMI for \$280,000. Homebuyers for the affordable units will be eligible for the Neighborhood Preservation Initiative's Turn the Key Program. Two (2) units will be three stories, 4 bedrooms, 2.5 baths at approximately 1,700 SF each. They will be sold at market rate for \$395,000. The application was unsolicited and evaluated pursuant to the disposition policy. An EOP plan will apply to this project.~~

- ~~• 134*, 138* and 140* N. 58th Street; 6212 and 6214* Vine Street – CD4 (**denotes properties being transferred by the City of Philadelphia and Philadelphia Redevelopment Authority to the Land Bank*)~~

VI. Public Comment (Old & New Business)

VII. Adjournment

MEMORANDUM

FROM: Andrea Imredy Saah, Esq., Senior Counsel

RE: **Philadelphia Land Bank April 9, 2024, Board Meeting**
Remote Board Meeting Notice, Public Attendance, and Comment Procedures

DATE: March 28, 2024

The April 2024 Meeting of the Board of Directors of the Philadelphia Land Bank (“Land Bank”) is currently scheduled for Tuesday, April 9, 2024, with the executive session to begin at 9:30 A.M. and the meeting to begin at 10:00 A.M or as soon as the Executive Session has ended. This meeting will be held remotely using Zoom webinar. The meeting is open to public attendees and for public comments and questions.

PLEASE NOTE: To participate in the meeting on your computer, you must register in advance. This requirement is necessary to allow us to collect the names of participants as required by law. Using a computer, tablet or smartphone, use the following link:

https://us02web.zoom.us/webinar/register/WN_uShnioX9SLuhXBEJvc4utQ

After registering, you will receive a confirmation email containing information about joining the webinar. Members of the public who join before 10 A.M. will be given access when the meeting begins.

Webinar ID: 863 4196 8429; Passcode: 433530

To join the meeting by calling in, dial one of the following numbers:

+1 267 831 0333 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 **Passcode: 433530**

The Board agenda and package will be available to view no later than five (5) days prior to the Board meeting at <https://phdcphila.org/who-we-are/boards/philadelphia-land-bank-board/>. Public comment and questions regarding the matters that are posted on the agenda may be submitted by email prior to the Board meeting and/or in person if attending the Board meeting.

To submit questions or comments prior to the Board meeting, you must email the following information to andrea.saah@phdc.phila.gov by 3:00 p.m. on Monday, April 8, 2024:

- Your full name and group or company affiliation, if applicable;
- Contact information (your email address);
- Identify the agenda item that you are addressing; and
- State your question/comment in a clear and concise manner.

Questions/comments submitted via email by the 3:00 pm deadline will be summarized at the Board meeting, answered or addressed to the extent the Board chooses, and attached to the minutes of the meeting.

To submit questions or comments during the Board meeting when public comment on an agenda item is requested by the Board Chair, use the “Raise Hand” function at the bottom of the screen. You may also submit your questions/comment using the “Q&A” function. Do not use the Chat function for questions or comments. The Board Chair may limit repetitious questions/comments. Q&A submissions will be attached to the minutes of the meeting.

If possible, the Board meeting will be recorded and made publicly available within thirty (30) days. If you have a question about an agenda item after the meeting concludes, please submit it as described above. To the extent possible, it will be addressed by Land Bank staff or by the Board at the next meeting.

PHILADELPHIA LAND BANK

MARCH 12, 2024, BOARD OF DIRECTORS MEETING MINUTES (DRAFT)

A Regular Meeting of the Board of Directors of the Philadelphia Land Bank was held on Tuesday, March 12, 2024, via Zoom webinar, of which proper notices were given. A condensed certified transcript of this meeting is attached to these minutes as **Exhibit A**.

Call to Order

Board Secretary Maria Gonzalez called the meeting to order at 10:01 a.m.

Andrea Imredy Saah, Senior Counsel, made the following announcements:

Today's Board meeting is being held via an authorized communication device and is being recorded. Questions and comments may be made using the Q&A function or by using the "raise hand" function. If you are calling in and not using the Zoom webinar link, you may ask questions or make comments by pressing *9 on your phone or using the "raise hand" function. Please do not use the Chat function. If any member of the public has any issues submitting questions or comments, please send an email to Andrea.Saah@phdc.phila.gov. Please note that all questions and comments received by email prior to this meeting or through the Q&A function during the meeting will be included in the minutes. All questions and comments received by 4 pm yesterday were shared with the Board.

Prior to today's Public Session, the Board held an Executive Session during which Mr. Rodriguez reviewed the agenda and announced the resignation of Board member Michael Koonce.

Item I **Roll Call**

The following members of the Board of Directors reported present: Alexander Balloon, Maria Gonzalez, Michael Johns, Rebecca Lopez Kriss, Mo Rushdy, and Rick Sauer.

The following Board members were absent: Andrew Goodman and Majeedah Rashid. Three seats are vacant.

The following Land Management staff members were present: Angel Rodriguez, Andrea Imredy Saah, Esq., Robert Spence, Esq., Todd Hestand, Brian Romano, Tracy Pinson-Reviere, Mathen Pullukattu, and Carolyn Terry.

Public Attendees: The list of public attendees follow these minutes.

A quorum of Directors was present, and the meeting, having been duly convened, proceeded with business.

Item II
Approval of Board Minutes

Ms. Gonzalez called for questions or comments from the Board regarding the minutes of the Board meeting of January 16, 2024. There were none. Ms. Gonzalez called for questions or comments from the public. There were none.

Ms. Gonzalez called for a motion regarding approval of the minutes.

Ms. Lopez Kriss moved to approve the minutes. Mr. Ballon seconded the motion.

Upon motion made and duly seconded, the Board unanimously approved the January 16, 2024, Board Meeting minutes.

Item III
Executive Director's Report

Mr. Rodriguez acknowledged the resignation of Board member Michael Koonce and his term of service. Mr. Koonce worked with the City, including roles with the Philadelphia Redevelopment Authority (PRA), Philadelphia Housing Development Corporation (PHDC) and Philadelphia Land Bank (PLB). Ultimately, he was with the Council President's office before his retirement at the end of 2023. Mr. Koonce was the first Executive Director of the Land Bank, had a wealth of knowledge and was a strong advocate for City functions. Mr. Koonce will be missed.

There was a groundbreaking on February 20, 2024 for a Board-approved project by Fine Print Construction. The event was well attended, and Mayor Parker and Council President Johnson were present. Dawud Bey, head of Fine Print Construction, is a graduate of the Minority Development Program (MDP) and is also a recipient of financing from the Accelerator Fund. Mr. Rodriguez acknowledged the efforts of Todd Hestand, who manages the Minority Development Program (MDP). Mr. Hestand has done a remarkable job with the MDP and other groups promoting minority development across the City. Mr. Rodriguez also recognized Ashley Stukes-Martin, who manages housing counseling for the Land Bank, and Kaya James, a Land Bank housing counselor, both of whom are pushing the Turn The Key program forward.

Mr. Rodriguez provided a Turn The Key (TTK) program update at the Board's request. The Board has approved seven hundred and twenty-four (724) units of affordable housing for development that is eligible for the Turn The Key program. Currently two hundred and twenty-three (223) houses are under construction. Seventy-five (75) have been completed. Thirty-one (31) of those homes have been sold, and an additional nineteen (19) homes are under agreement. Fifteen (15) homes of the homes were sold to City employees employed by various departments, including Sanitation, Revenue, Library, the Police Department and the Water Department. The average household income of purchasers is 57% of the Area Median Income. Most applicants for TTK homes earn between \$40,000 and \$45,000 annually, with some as low as \$35,000. In total, \$3.9 million has been committed to TTK mortgages, and \$590,000 has been committed to Philly First home grants. The average TTK mortgage granted to these purchasers is about \$66,000. The projects are having a big impact on homes sales in this market.

Ms. Gonzalez called for questions or comments from the Board on the Executive Director's Report. There were none.

Item IV
Administrative Matters

A. Agreement for Professional Services with Connor Strong & Buckelew Companies, LLC

Mr. Rodriguez presented the proposed agreement for services including insurance, risk management, safety and loss control, claims and administrative services, which would date back to January 1, 2024. Mr. Rodriguez asked the Board to approve a one-year agreement with Connor Strong and Buckelew Companies, LLC, with the option to renew for three successive one-year renewal terms. The annual compensation will not exceed \$36,000, and the total compensation for all years will not exceed \$144,000.

Ms. Gonzalez called for questions or comments from the Board. There were none.

Ms. Gonzalez called for questions or comments from the public. There were none.

Ms. Gonzalez called for a motion regarding the agreement.

Mr. Balloon moved to approve the agreement. Mr. Sauer seconded the motion.

Upon motion made and duly seconded, the Board unanimously approved the **Resolution Authorizing Agreement for Professional Services with Connor Strong & Buckelew Companies, LLC** (attached to these minutes as **Exhibit B**).

B. First Amendment to Amended and Restated Management Contract between Philadelphia Housing Development Corporation and Philadelphia Land Bank

Mr. Rodriguez asked the Board to approve the First Amendment to the Amended and Restated Management Contract between Philadelphia Housing Development Corporation and Philadelphia Land Bank. The effective date of the amendment is July 1, 2023, and it will extend the term of said Amended and Restated Management Contract for one year, with three consecutive one-year renewal terms. The renewal terms are automatic unless a party provides written notice at least 90 days prior to the renewal date. The services provided will not be changing, and include staff management, financial services, risk management, and property management.

Ms. Gonzalez called for questions or comments from the Board. There were none.

Ms. Imredy Saah stated an email was received prior to today's meeting about this agenda item. The email was from Jihad Ali and requested information about the initial agreement with PHDC. The Board package posted online includes this information and information regarding the initial approvals, and Mr. Ali was directed to review the Board package. The letter is attached to the minutes as **Exhibit C**.

Ms. Gonzalez called for questions or comments from the public. There were none.

Ms. Gonzalez called for a motion regarding the First Amendment.

Mr. Balloon moved to approve the First Amendment. Mr. Johns seconded the motion. Upon motion made and duly seconded, the Board unanimously approved the **Resolution Authorizing First Amendment to Amended and Restated Management Contract between Philadelphia Housing Development Corporation and Philadelphia Land Bank** (attached to these minutes as **Exhibit D**).

C. Interagency Transfers

Mr. Rodriguez asked the Board to authorize the transfer of property to the Philadelphia Housing Development Corporation for community open space preservation. The property is 1115 North 41st Street. The property is being transferred from the City to PHDC via the Philadelphia Redevelopment Authority and Land Bank, and the transfer is being done in collaboration with the Third Councilmanic District.

Ms. Gonzalez called for questions or comments from the Board. There were none.

Ms. Imredy Saah stated that Third District Councilmember Gauthier submitted a letter fully supporting this transfer (attached to these minutes as **Exhibit E**).

Ms. Gonzalez called for questions or comments from the public. There were none.

Ms. Gonzalez called for a motion regarding the proposed transfer.

Mr. Sauer moved to approve the transfer. Ms. Lopez Kriss seconded the motion.

Upon motion made and duly seconded, the Board unanimously approved the **Resolution Authorizing Conveyance of 1115 North 41st Street to Philadelphia Housing Development Corporation** (attached to these minutes as **Exhibit F**).

Item V Property Dispositions

A. Development – Affordable Housing (unsolicited)

Mr. Rodriguez requested the Board's approval to convey 708, 710, 714 and 723 North Shedwick Street in the 3rd Council District to a community land trust (the "CLT") which will be established by Mount Vernon Manor, Inc., and nonprofit community development corporation in the Third Council District. The CLT will develop four (4) single-family affordable homeownership units, intended for sale to households with incomes ranging from 60% to 80% of the Area Median Income (AMI), and will retain ownership of the land while selling the improvements on the land to eligible homebuyers. The anticipated sales price for each of the four homes will range from \$135,000 to \$155,000. Under the terms of the ground lease, homeowners will lease the land from the CLT and own the improvements on the land. This lease will have a duration of 99 years and is renewable. The application was unsolicited and qualified as per terms of the disposition policy. An EOP plan will apply to this project.

Ms. Gonzalez called for questions or comments from the Board.

Ms. Lopez Kriss asked Mr. Rodriguez to explain the difference between this request and a previous request related to a community land trust that came before the Board. Mr. Rodriguez responded that it was a matter of who the Land Bank is conveying the land to. In this case, the Land Bank is conveying the property directly to the CLT. This is a similar process to transferring property for a Low Income Housing Tax Credit (LIHTC) project when the special purpose entity has not yet been formed. The concerns regarding the previous land trust situation concerned the unauthorized assignment and transfer of title without Land Bank knowledge and approval. The Land Bank learned from that process and has utilized that knowledge in reviewing this application.

Ms. Lopez Kriss next asked about responsibility for property taxes. Mr. Rodriguez responded that the Land Bank has noted its concerns with the purchasers being responsible for 100% of the property taxes for both the improvement (the home) and the land on which the home sits, but that decision will ultimately be left to Mount Vernon Manor's discretion.

Ms. Lopez Kriss then asked whether there were enough votes to approve a disposition. Ms. Imredy Saah explained that if all six members vote for or against the disposition, the vote will be sufficient to either approve or reject the disposition; less than six votes will result in the disposition having to be tabled.

Ms. Gonzalez asked if any correspondence was received prior to the meeting. Ms. Imredy Saah referred to the previously referenced letter submitted by Councilwoman Gauthier and read the letter (attached to the minutes as **Exhibit E**).

Ms. Gonzalez called for questions or comments from the public. There were none.

Ms. Gonzalez called for a motion regarding the proposed disposition.

Mr. Ballon moved to approve the disposition. Mr. Sauer seconded the motion.

Upon motion made and duly seconded, the Board unanimously approved the **Resolution Authorizing Conveyance of 708, 710, 714 and 723 North Shedwick Street to Mt. Vernon Manor Community Land Trust** (attached to these minutes as **Exhibit G**).

Item VI

Public Comment (Old & New Business)

Ms. Gonzalez asked if anyone had any comments.

Ms. Gonzalez recognized Jihad Ali. Mr. Ali commended Mr. Koonce on his career in public service. Mr. Ali also stated that he attempted to raise his hand on Zoom to comment on the contract with PHDC but was unable to do so. Mr. Ali objects to the provision regarding PHDC's exemption from the Right To Know Law, and that he believes PHDC should be subject to the Right To Know laws. Mr. Ali asked if anyone on the Board was a PHDC employee. Mr. Rodriguez then responded stating that no one on the Board is a PHDC employee, but that he and the other Land Bank staffers are PHDC employees. Mr. Rodriguez clarified that he is not subject to directions from PHDC's Board or its President and CEO. Mr. Rodriguez only takes direction from the Land Bank Board, in his

capacity as Executive Director of the Land Bank, and from the PRA Board, in his capacity as Deputy Executive Director of the Redevelopment Authority. Mr. Ali then asked why Mr. Rodriguez did not recuse himself from the vote on the PHDC contract. Mr. Rodriguez responded that he is not a Board member, and since he does not have a vote there was nothing to recuse from.

Ms. Gonzalez recognized Tawny Koslowsky. The notice Ms. Koslowsky received about the meeting stated that it started at 9:30 AM, but when she attempted to log in at 9:30 there was no meeting. Ms. Imredy Saah responded that the Board's Executive Session begins at 9:30, and that the public Board meeting does not begin until 10:00 AM. Ms. Imredy Saah apologized if any Land Bank communications did not state that clearly. Ms. Koslowsky then asked about a parcel for which she has a garden agreement. A notice on the property stated it would be a part of an agenda item for today's meeting. She asked if it was on the agenda, or, if not, when it would be on the agenda. Mr. Rodriguez responded that the property is part of a proposed disposition which originally was on the agenda for the meeting, but the community meeting did not take place prior to this Board meeting and the item was accordingly removed from the agenda. Mr. Rodriguez expects the disposition to be presented again at the April Board meeting.

Ms. Gonzalez recognized Eric Johnson. Mr. Johnson asked when Phase 3 of the Minority Development Program would begin accepting applications. Mr. Rodriguez stated a date has not been set at this time, but he will post a link to the program in the Zoom chat. Mr. Rodriguez added that if Mr. Johnson logs into the website he can ask to be informed and he will then receive a notification when the date is set.

Ms. Gonzalez recognized Altrena Nixon, who asked if the process for obtaining land from the Land Bank is the same since Jessie Lawrence left the Land Bank. Mr. Rodriguez responded that the application process is still the same, and that the Land Bank does not change processes based on personnel.

Ms. Gonzalez recognized Jehoiachim Nicholson who asked whether Jessie Lawrence still worked at the Land Bank. Mr. Rodriguez confirmed Jessie Lawrence no longer works for the Land Bank. Mr. Nicholson stated that he previously applied for four properties but the application was denied. Mr. Nicholson wanted to know the reason for the denial. Mr. Rodriguez responded that a denial letter should have been sent to Mr. Nicholson, and that Mr. Nicholson should reach out to Mr. Rodriguez, who has already put his email in the Q&A. Mr. Nicholson asked if he needed to submit a new application for the current properties the Land Bank made available for sale. Mr. Rodriguez responded that, yes, Mr. Nicholson needed to submit a new application for the properties and that the same overall process applies. Mr. Nicholson finally asked if he could only apply for the properties the Land Bank has made available. Mr. Rodriguez responded that the availability of properties depends on the proposed use, and that the Land Bank website can be used to identify properties available based on different proposed use types.

Item VII

Adjournment

Ms. Gonzalez called for a motion to adjourn. Mr. Balloon moved to adjourn the meeting. Mr. Sauer seconded the motion.

Upon motion made and duly seconded, the Board unanimously voted to adjourn at 10:40 am.

NOTE: Any comments and questions submitted via the Q&A function follow the list of attendees attached to these minutes.

SECRETARY TO THE BOARD

PUBLIC ATTENDANCE SHEET
PHILADELPHIA LAND BANK BOARD OF DIRECTORS REGULAR MEETING
 Tuesday, March 12, 2024, at 10:00 AM, held remotely using Zoom Webinar.

User Name
Jamila Davis
RAJ PATEL
Altrena Nixon
Winnie Branton
Jacquelyn Sims
Jihad Ali
a weiss
Russell Hicks
Aida Rivera
Will Gonzalez
Julian Rios
Jeremy Blatstein
Emma Kahn
Tawny Koslowsky
Kelly Cary
Antoine Cheekk
Xiomara Santiago
Isabel Harner
LuAn Gethers
Joe McQuillan
Eric Johnson
Kelly Prokop
Kiana Gonzalez
Jehoiachim Nicholson
Brenda Torpy
Doris Aldridge
Karen Anaya
Leah Apgar
Charlotte Bradley
Gabe Orduña
Kareem Rosser
Frank Manheim

PUBLIC COMMENTS SUBMITTED IN Q&A
PHILADELPHIA LAND BANK BOARD OF DIRECTORS REGULAR MEETING
Tuesday, March 12, 2024, at 10:00 AM, held remotely using Zoom Webinar

#	Question	Asker Name	Answer
1	With Jessie leaving, has the process of obtaining land changed or do we still submit the application in the same manner?	Altrena Nixon	Yes, you can submit online. https://phdcphila.org/land/
2	What is the PRA Board?	Kiana Gonzalez	Philadelphia Redevelopment Authority

Exhibit A

Condensed transcript of March 12, 2024 Board Meeting follows

Exhibit A

Board of Directors
03/12/2024

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CITY OF PHILADELPHIA
PHILADELPHIA LAND BANK

- - - - -

BOARD OF DIRECTORS MEETING

DATE: Tuesday, March 12, 2024

LOCATION: Zoom Teleconference

REPORTED BY: John Kelly, Court Reporter

BOARD MEMBERS: MARIA GONZALEZ, Acting Chair
MICHAEL JOHNS, Board Member
ALEXANDER BALLOON, Board Member
RICK SAUER, Board Member
MO RUSHDY, Board Member
REBECCA LOPEZ KRISS, Board Member

ALSO PRESENT: ANDREA IMREADY SAAH, Esquire, Board Counsel
ANGEL RODRIGUEZ, Executive Director

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Lexitas Legal Philadelphia
215-504-4622

Exhibit A

Board of Directors 03/12/2024

AGENDA		Page 2			Page 4
	PAGE				
I. Roll Call	4		1	Also, prior to today's Public Session, the Board held	
II. Approval of Minutes of Meeting of January 16, 2024	5		2	an Executive Session during which Mr. Rodriguez reviewed the	
III. Executive Director's Report	6		3	agenda, announced the resignation of Board Member Michael	
IV. Administrative Matters			4	Koonce, and reviewed the agenda. And that's it.	
A. Agreement for Professional Services with	9		5	ACTING CHAIR GONZALEZ: Okay. Thank you so much,	
Connor Strong & Buckelew Companies, LLC			6	Andrea. Now we'll start with roll call. Rick Sauer?	
B. First Amendment to Amended and Restated	10		7	MS. SAAH: I'll do the roll call.	
Management Contract between Philadelphia Housing			8	ACTING CHAIR GONZALEZ: Oh, you do. I'm sorry.	
Development Corporation and Philadelphia Land Bank			9	MS. SAAH: That's okay.	
C. Interagency Transfers	13		10	Maria Gonzalez?	
115 N. 41st Street			11	ACTING CHAIR GONZALEZ: Here.	
V. Property Dispositions			12	MS. SAAH: Andrew Goodman?	
A. Development - Affordable Housing	15		13	(No response.)	
708, 710, 714, and 723 North Shedwick Street			14	MS. SAAH: Michael Johns?	
VI. Public Comment (Old & New Business)	21		15	MR. JOHNS: Here.	
VII. Adjournment	31		16	MS. SAAH: Rebecca Lopez Kriss?	
			17	MS. LOPEZ KRISS: I'm here.	
			18	MS. SAAH: Majeedah Rashid?	
			19	(No response.)	
			20	MS. SAAH: Mo Rushdy?	
			21	MR. RUSHDY: Here, present.	
			22	MS. SAAH: Rick Sauer?	
			23	MR. SAUER: I'm here.	
			24	MS. SAAH: Alexander Balloon?	

P R O C E E D I N G S		Page 3			Page 5
1	ACTING CHAIR GONZALEZ: Good morning, everyone. My		1	MR. BALLOON: I'm here.	
2	name is Maria Gonzalez, Secretary of the Board of the		2	MS. SAAH: And we have three empty seats now given all	
3	Philadelphia Land Bank. In accordance with the bylaws, I		3	the resignations, but with six Board members present, we	
4	will be serving as Chair for the Interim Chairperson, Andrew		4	have a quorum and may proceed.	
5	Goodman. We're going to start with an announcement on		5	If I may add one more thing, it is that Mr. Rushdy and	
6	virtual meetings. Andrea?		6	Mr. Johns are attending another meeting and therefore have	
7	MS. SAAH: Thank you, Madam Chair.		7	to turn off their video during the discussion but will be	
8	Good morning, everyone. Today's Board meeting is		8	present for the votes, and will be listening to the	
9	being held via an authorized communication device and is		9	discussion. They will turn their video back on at that	
10	being recorded. Questions and comments may be made using		10	time. Thank you.	
11	the Q&A function or by using the "raised hand" function. If		11	ACTING CHAIR GONZALEZ: Thank you, Andrea.	
12	you are calling in and not using the Zoom webinar link, you		12	Moving on with the next item on the agenda is review	
13	may ask questions or make comments by pressing star 9 on		13	and approval of the Board minutes from the January 16th	
14	your phone or using the "raised hand" function. Please do		14	Board meeting. Hopefully everyone had an opportunity to	
15	not use the chat function. If any member of the public has		15	review the minutes, and if there is no revisions or	
16	any issues submitting questions or comments, please send an		16	comments, we will entertain a motion.	
17	email to andrea.saah@phdc.phila.gov and that will be placed		17	MS. LOPEZ KRISS: Make a motion to accept the minutes.	
18	in the chat.		18	MR. BALLOON: Second.	
19	Please note that all questions and comments received		19	ACTING CHAIR GONZALEZ: Okay. Motion has been made	
20	by email prior to this meeting or through the Q&A function		20	and properly seconded. All in favor?	
21	during the meeting will be included in the minutes. All		21	(Chorus of ayes.)	
22	questions and comments received by 4:00 p.m. yesterday		22	ACTING CHAIR GONZALEZ: Anyone opposed?	
23	evening were shared with the Board.		23	(No response.)	
24			24	ACTING CHAIR GONZALEZ: Okay, the motion carries.	

**Lexitas Legal Philadelphia
215-504-4622**

Exhibit A
Board of Directors
03/12/2024

<p style="text-align: right;">Page 6</p> <p>1 Moving on to the next item on the agenda, the</p> <p>2 executive director's report.</p> <p>3 MR. RODRIGUEZ: Good morning, Madam Chair, Board</p> <p>4 members and public. First thing I want to acknowledge is</p> <p>5 the resignation of Michael Koonce and his term of service.</p> <p>6 For those who do not know, Michael Koonce has been</p> <p>7 with the city and served in multiple functions across the</p> <p>8 vast majority of landholding agencies, the Redevelopment</p> <p>9 Authority, the Land Bank, and PHDC.</p> <p>10 Ultimately, he was working at the Council President's</p> <p>11 office before his retirement at the end of 2023. He was, I</p> <p>12 believe, the first executive director of the Land Bank, so</p> <p>13 he was a wealth of knowledge and a very strong advocate for</p> <p>14 city functions. And I know that, I won't speak for the</p> <p>15 Board, but I will miss him, and I just want to just</p> <p>16 acknowledge his service.</p> <p>17 The second item I want to do is, we mentioned to the</p> <p>18 Board that we had a ribbon cutting on February 20th,</p> <p>19 actually a groundbreaking on February 20th. It was well</p> <p>20 attended. The Mayor attended, Council President. It was a</p> <p>21 project that was approved by this Board to Fine Print</p> <p>22 Construction. That is a joint venture.</p> <p>23 What makes it notable is that Dawud Bey is the</p> <p>24 principal of the development. He's a graduate of the</p>	<p style="text-align: right;">Page 8</p> <p>1 The average AMI is 58 or 57, hovers between 57, 58</p> <p>2 percent of AMI, which is significant. It should be noted</p> <p>3 that most people who are applying for these homes are making</p> <p>4 on average between forty, forty-five. It pushes the</p> <p>5 boundaries down to thirty-five as well.</p> <p>6 We have committed \$3.9 million, actually close to \$4</p> <p>7 million, \$3.961 million in Turn the Key mortgages, and we've</p> <p>8 also committed \$590,000 of Philly First home grants.</p> <p>9 Because of the program, on average the Turn the Key</p> <p>10 mortgage amount, depending on where we're selling, because</p> <p>11 if the Board will remember, certain properties are being</p> <p>12 sold in the Fifth District at 280 and then in the Second</p> <p>13 District it varies from 250 to 230.</p> <p>14 At 80 percent of AMI, the average mortgage amount for</p> <p>15 Turn the Key is about \$66,000. So I think the projects are</p> <p>16 having a big impact in terms of home sales, especially in</p> <p>17 this market. And that ends my executive director's report.</p> <p>18 ACTING CHAIR GONZALEZ: Thank you, Angel. Very</p> <p>19 impressive numbers.</p> <p>20 Does anyone from the Board have any questions or</p> <p>21 comments on the executive director's report?</p> <p>22 MR. RUSHDY: I'm good. Thank you.</p> <p>23 ACTING CHAIR GONZALEZ: Okay. Great. Moving on to</p> <p>24 the next item on the agenda, which is an unsolicited</p>
<p style="text-align: right;">Page 7</p> <p>1 Minority Developer Program.</p> <p>2 Dawud has a very impactful history. He was actually a</p> <p>3 very diligent student, really took the opportunity by the</p> <p>4 reins and ran with it. He's also a recipient of financing</p> <p>5 from the Accelerator Fund.</p> <p>6 The other thing I would like to point out is, give a</p> <p>7 big shout-out to Todd Hestand who manages the Minority</p> <p>8 Developer Program. He's done a hell of a job especially</p> <p>9 working with Dawud and others and with other groups that are</p> <p>10 promoting minority development across the city.</p> <p>11 And then also there's Ashley Stukes-Martin who manages</p> <p>12 our housing counseling, Ann Kaya (phonetic), who is our</p> <p>13 housing counselor, and they all, the three of them together</p> <p>14 are really helping and pushing forward Turn the Key.</p> <p>15 I know the Board had asked me to speak to this. Just</p> <p>16 for the matter of the record, the Board has approved 724</p> <p>17 units of affordable housing for development. Currently we</p> <p>18 have 223 homes under construction. Seventy-five have been</p> <p>19 completed.</p> <p>20 We've sold 31 of those homes. Nineteen of the homes</p> <p>21 are also under agreement, so that's 50 of the 75. Fifteen</p> <p>22 of those homes were sold to City of Philadelphia employees</p> <p>23 at Sanitation, Revenue, some from the Library, Police</p> <p>24 Department, Water Department.</p>	<p style="text-align: right;">Page 9</p> <p>1 proposal for the development of affordable housing.</p> <p>2 MR. RODRIGUEZ: Actually, we have administrative</p> <p>3 matters. The first item is agreement for professional</p> <p>4 services with Connor Strong & Buckelew Companies.</p> <p>5 ACTING CHAIR GONZALEZ: Okay. Moving on to that. My</p> <p>6 apologies.</p> <p>7 MR. RODRIGUEZ: This is an agreement that includes</p> <p>8 insurance risk management claims, safety and loss control,</p> <p>9 and administrative services dating back to January 1, 2024.</p> <p>10 Today we're asking the Board to approve myself and the</p> <p>11 senior attorney to enter into an agreement for insurance</p> <p>12 services with Connor Strong & Buckelew for a one year term</p> <p>13 retroactive to January 1, 2024, and effective through</p> <p>14 December 31, 2024, with the option to renew for three</p> <p>15 successive one-year renewal terms.</p> <p>16 The annual compensation shall not exceed \$36,000 to be</p> <p>17 paid in two equal installments, and the total compensation</p> <p>18 for all years shall not exceed \$144,000.</p> <p>19 ACTING CHAIR GONZALEZ: Thank you. Are there any</p> <p>20 questions or comments from the Board?</p> <p>21 (No response.)</p> <p>22 ACTING CHAIR GONZALEZ: No? Does anyone from the</p> <p>23 public have any comments related to this item?</p> <p>24 (No response.)</p>

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<p style="text-align: right;">Page 10</p> <p>1 ACTING CHAIR GONZALEZ: Seeing none, I'm going to ask</p> <p>2 the question. Is there a resolution for accepting this</p> <p>3 recommendation?</p> <p>4 MR. BALLOON: I move that we enter into the agreement.</p> <p>5 MR. SAUER: I'll second the motion.</p> <p>6 ACTING CHAIR GONZALEZ: All those in favor?</p> <p>7 (Chorus of ayes.)</p> <p>8 ACTING CHAIR GONZALEZ: Anyone opposed?</p> <p>9 (No response.)</p> <p>10 ACTING CHAIR GONZALEZ: So moved. Moving on to the</p> <p>11 next item on the agenda is the first amendment to amended</p> <p>12 and restated management contract between Philadelphia</p> <p>13 Housing Development Corporation and the Philadelphia Land</p> <p>14 Bank.</p> <p>15 MR. RODRIGUEZ: Okay, Madam Chair. Today we're asking</p> <p>16 the Board to approve an agreement that extends the term of</p> <p>17 the existing amended and restated contract for four</p> <p>18 additional one-year terms retroactive to July 1, 2023. All</p> <p>19 other terms and provisions of the contract will remain</p> <p>20 unchanged and continue in full force.</p> <p>21 The initial term as defined in Section 2 of the</p> <p>22 contract which was attached to the Board package shall be</p> <p>23 deemed to extend effective from an extension effective date</p> <p>24 of July 1, 2023 for an additional four-year term.</p>	<p style="text-align: right;">Page 12</p> <p>1 MS. SAAH: We did receive one email from the public</p> <p>2 prior to today's Board meeting about this particular agenda</p> <p>3 item. May I go ahead and summarize it?</p> <p>4 ACTING CHAIR GONZALEZ: Yes, please.</p> <p>5 MS. SAAH: Okay. So it came from Mr. Jihad Ali,</p> <p>6 basically asking about the foundational management agreement</p> <p>7 with the Philadelphia Land Bank. This was sent before the</p> <p>8 Board package was posted with all the attachments.</p> <p>9 So he wanted to confirm the official approval date of</p> <p>10 the original agreement, the amended and restated management</p> <p>11 contract, wanted to see that, and the source document for</p> <p>12 this first amendment, and basically said that in his</p> <p>13 research, he is unable to find references to the approval or</p> <p>14 to the management contract.</p> <p>15 And in the interest of transparency, that he wanted to</p> <p>16 -- was requesting these documents. So my response to him</p> <p>17 was that they had just been posted and that he could find</p> <p>18 them in the Board package, both the amendment as well as the</p> <p>19 original amended and restated contract. And that letter</p> <p>20 will be included in the minutes.</p> <p>21 ACTING CHAIR GONZALEZ: Okay. Great. Thank you,</p> <p>22 Andrea. Are there any members of the public that wish to</p> <p>23 comment on this agenda item?</p> <p>24 (No response.)</p>
<p style="text-align: right;">Page 11</p> <p>1 The extension terms shall consist of four consecutive</p> <p>2 one-year terms, each of which renewal terms shall</p> <p>3 automatically renew unless either party hereto provides</p> <p>4 written notice to the other party not fewer than 90 days</p> <p>5 prior to the end of the contract term.</p> <p>6 The services to be rendered are basically -- I'll do</p> <p>7 this in layman's terms -- the PHDC provides operational and</p> <p>8 staffing functions for the Land Bank and for PRA, for the</p> <p>9 Redevelopment Authority.</p> <p>10 So that is hiring, firing staff -- well, hiring and</p> <p>11 managing staff, also financial services, so they manage,</p> <p>12 they have a fiscal office that we utilize. They handle</p> <p>13 insurance and risk managements which were already addressed</p> <p>14 in the first agenda item, also assist, we have capacity</p> <p>15 through property management as well. And there are other</p> <p>16 items delineated in the agreement.</p> <p>17 ACTING CHAIR GONZALEZ: Thank you, Angel. Are there</p> <p>18 any questions or comments from the Board?</p> <p>19 (No response.)</p> <p>20 ACTING CHAIR GONZALEZ: Being none, are there any</p> <p>21 persons from the public that wish to comment on this agenda</p> <p>22 item?</p> <p>23 MS. SAAH: Madam Chair, may I interrupt?</p> <p>24 ACTING CHAIR GONZALEZ: Yes.</p>	<p style="text-align: right;">Page 13</p> <p>1 ACTING CHAIR GONZALEZ: Okay. Being none, so I will</p> <p>2 ask the question. Is there a motion on the floor regarding</p> <p>3 this item in the agenda?</p> <p>4 MR. BALLOON: I move that we approve the agreement,</p> <p>5 amendment to the agreement.</p> <p>6 MR. JOHNS: Second.</p> <p>7 ACTING CHAIR GONZALEZ: So there was a first and a</p> <p>8 second. All those in favor?</p> <p>9 (Chorus of ayes.)</p> <p>10 ACTING CHAIR GONZALEZ: Anyone opposed?</p> <p>11 (No response.)</p> <p>12 ACTING CHAIR GONZALEZ: Okay, motion carries. Thank</p> <p>13 you. Moving on to the next item on the agenda is Item</p> <p>14 IV.C., interagency transfers.</p> <p>15 MR. RODRIGUEZ: Thank you, Madam Chair. Today we're</p> <p>16 asking the Board to approve the transfer to the Philadelphia</p> <p>17 Housing Development Corporation for disposition, reuse</p> <p>18 and/or management by the Philadelphia Housing Development</p> <p>19 Corporation specifically for community open space</p> <p>20 preservation of the property of 1115 North 41st Street.</p> <p>21 The property is being transferred from the city and</p> <p>22 the Department of Public Property to PHDC via the Land Bank</p> <p>23 and the Redevelopment Authority. This has been done in</p> <p>24 collaboration with the Third Councilmanic District.</p>

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<p style="text-align: right;">Page 14</p> <p>1 ACTING CHAIR GONZALEZ: Thank you. Are there any</p> <p>2 questions or comments from the Board?</p> <p>3 (No response.)</p> <p>4 ACTING CHAIR GONZALEZ: Andrea, did you receive any</p> <p>5 comments before the Board meeting?</p> <p>6 MS. SAAH: I did not.</p> <p>7 ACTING CHAIR GONZALEZ: Okay. Are there any questions</p> <p>8 or comments from the public?</p> <p>9 MS. SAAH: Actually, if I may correct that, I'm sorry.</p> <p>10 We did receive, this is in the Third District, and we did</p> <p>11 receive a letter from Councilwoman Gauthier primarily</p> <p>12 regarding the next agenda item but also mentioning that she</p> <p>13 was in full support of this agenda item and requesting</p> <p>14 approval.</p> <p>15 ACTING CHAIR GONZALEZ: Thank you.</p> <p>16 Being no more comments on this agenda item, is there a</p> <p>17 motion?</p> <p>18 MR. SAUER: I'll make a motion to approve the</p> <p>19 interagency transfer.</p> <p>20 MS. LOPEZ KRISS: Second.</p> <p>21 ACTING CHAIR GONZALEZ: Thank you so much. Motion</p> <p>22 properly made and seconded. All those in favor?</p> <p>23 (Chorus of ayes.)</p> <p>24 ACTING CHAIR GONZALEZ: Anyone opposed?</p>	<p style="text-align: right;">Page 16</p> <p>1 This lease will have a duration of 99 years and is</p> <p>2 renewable. The application was unsolicited and qualified as</p> <p>3 per terms of the disposition policy. An EOP plan will apply</p> <p>4 to this project.</p> <p>5 ACTING CHAIR GONZALEZ: Thank you. Are there any</p> <p>6 questions or comments from the Board?</p> <p>7 MS. LOPEZ KRISS: Angel, I have a couple of questions</p> <p>8 just kind of for the sake of explanation to the public. Can</p> <p>9 you explain the difference between this project and the</p> <p>10 project that we had before that the Board had concerns with?</p> <p>11 MR. RODRIGUEZ: What we learned previously was that</p> <p>12 there was -- it's a matter of who we're conveying the land</p> <p>13 to. So we're conveying directly to a community land trust.</p> <p>14 In a lot of ways, this mirrors what we typically would</p> <p>15 do with low-income housing tax credit, where there would be</p> <p>16 a special purpose entity that would be created and it would</p> <p>17 be in the resolution which would state that there's going to</p> <p>18 be a SPE that will receive title.</p> <p>19 Previously where the issues arose was that there was</p> <p>20 an assignment that hadn't been considered by the Board,</p> <p>21 therefore creating a problem and that's why we had to come</p> <p>22 back.</p> <p>23 The other issue were the terms, you know, sort of like</p> <p>24 your first one, there's always a bunch of problems. We</p>
<p style="text-align: right;">Page 15</p> <p>1 (No response.)</p> <p>2 ACTING CHAIR GONZALEZ: Motion carries.</p> <p>3 Moving on now to the next item on the agenda, which is</p> <p>4 the development of affordable housing, unsolicited proposal.</p> <p>5 MR. RODRIGUEZ: Thank you, Madam Chair and members of</p> <p>6 the Board and public. Today we're asking the Board to</p> <p>7 consider the disposition of the following properties: 708,</p> <p>8 710, 714, and 723 North Shedwick Street, all these</p> <p>9 properties being transferred by the Philadelphia</p> <p>10 Redevelopment Authority to the Land Bank.</p> <p>11 These will be disposed to a community land trust which</p> <p>12 will be established by Mount Vernon Manor, a non-profit in</p> <p>13 the Mantua section of Philadelphia upon approval of the</p> <p>14 disposition.</p> <p>15 The community land trust will develop four single-</p> <p>16 family homes, affordable homes, intended for sale to</p> <p>17 households with incomes ranging from 60 percent to 80</p> <p>18 percent of area median income, and will retain ownership of</p> <p>19 the land while selling the improvements on the land to</p> <p>20 eligible home buyers.</p> <p>21 The anticipated sales price for each of the four homes</p> <p>22 will range from \$135,000 to \$155,000. Under the terms of</p> <p>23 the ground lease, homeowners will lease the land from the</p> <p>24 community land trust and own the improvements on the land.</p>	<p style="text-align: right;">Page 17</p> <p>1 learned a lot from it. We capitalized on that.</p> <p>2 We were in a lot of conversations with Mount Vernon</p> <p>3 Manor, trying to avoid any particular problems, and because</p> <p>4 we had that past experience, we were able to facilitate this</p> <p>5 disposition.</p> <p>6 So again, I think the model is fine. There was a</p> <p>7 problem with what we had approved, and then it was kind of</p> <p>8 after the fact, so we were out of order technically in the</p> <p>9 first situation.</p> <p>10 In this, we kind of handled all of that, and what</p> <p>11 we're proposing to the Board is that now the Board is aware,</p> <p>12 and what we're asking the Board to resolve is that Mount</p> <p>13 Vernon Manor is the applicant and will create a community</p> <p>14 land trust and we will ultimately be conveying title to that</p> <p>15 community land trust under these terms.</p> <p>16 MS. LOPEZ KRISS: I remember an issue previously where</p> <p>17 the homeowner was responsible for 100 percent of the tax</p> <p>18 bill. Is that the case in this project?</p> <p>19 MR. RODRIGUEZ: No, we've already advocated to that.</p> <p>20 We haven't seen their papers, but we've already stated what</p> <p>21 our concerns were. Their attorney is already working on</p> <p>22 that. We explained, these are issues that we will have and</p> <p>23 that they needed to put that together so that they can avoid</p> <p>24 those conversations and those issues.</p>

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<p style="text-align: right;">Page 18</p> <p>1 MS. LOPEZ KRISS: So how will the land trust pay for</p> <p>2 the taxes on the land?</p> <p>3 MR. RODRIGUEZ: To be honest with you, that question</p> <p>4 is kind of interesting. I'm not going to be managing the</p> <p>5 land trust. It will be an obligation that they have and</p> <p>6 therefore they have to deal with it, much like most projects</p> <p>7 and developers where they have an obligation, the assumption</p> <p>8 being they have capacity to develop it and they will have</p> <p>9 capacity, they're in good standing, and I mean Mount Vernon</p> <p>10 Manor has been around for quite some time and has done a</p> <p>11 great job in the community. Our expectation is that they'll</p> <p>12 meet their obligations.</p> <p>13 I'm not their accountant. I can't really tell you</p> <p>14 whether they have the money to pay or not. I also think,</p> <p>15 you know, our consideration is, did they qualify as an</p> <p>16 applicant and did they address the concerns that were raised</p> <p>17 previously. They have, and they are aware they have this</p> <p>18 obligation.</p> <p>19 Clearly, if it doesn't happen, that's a default, so --</p> <p>20 but we're not there yet, or if ever. I don't assume that</p> <p>21 they will.</p> <p>22 MS. LOPEZ KRISS: This is a question for Andrea. I</p> <p>23 know we have quorum right now in this meeting, but if 100</p> <p>24 percent of the people on this meeting approve this, is this</p>	<p style="text-align: right;">Page 20</p> <p>1 part of a creative approach to engage a private landowner to</p> <p>2 protect East Park Side's Northstar Park from closure or</p> <p>3 demolition.</p> <p>4 "I'm grateful for PHDC's willingness to explore novel</p> <p>5 pathways to better secure threatened community green spaces</p> <p>6 and food production spaces that fulfill the goals in the</p> <p>7 Land Bank's strategic plan to facilitate the creation of</p> <p>8 socially and economically diverse communities.</p> <p>9 "Further, I am eager to see Mount Vernon Manor's</p> <p>10 community land trust create four permanently affordable</p> <p>11 homeownership opportunities in Mantua. This will be the</p> <p>12 start of a model that, to my knowledge, does not exist</p> <p>13 elsewhere in West Philadelphia and will offer genuinely</p> <p>14 affordable sales prices on new construction homes in the</p> <p>15 section of my district that has seen the highest permitting</p> <p>16 activity since 2020.</p> <p>17 "I applaud Mount Vernon Manor for the time and thought</p> <p>18 they've put into this unique model. I know it can be</p> <p>19 replicable across city controlled vacant land all over the</p> <p>20 city. Thank you for your consideration. Jamie R. Gauthier,</p> <p>21 Council Member, Third District." This will be included in</p> <p>22 the minutes as well.</p> <p>23 ACTING CHAIR GONZALEZ: Thank you, Andrea. Are there</p> <p>24 any members of the public that wish to speak on this agenda</p>
<p style="text-align: right;">Page 19</p> <p>1 still, given our missing Board members, do we still have</p> <p>2 quorum?</p> <p>3 Do you still meet the 50 percent or whatever that --</p> <p>4 MR. RODRIGUEZ: Six members.</p> <p>5 MS. SAAH: As long as we have a quorum, a majority of</p> <p>6 the entire Board, not just a majority of the quorum must</p> <p>7 vote in favor of something to approve it. If we have a five</p> <p>8 to one, four to two, three to three vote on an item, it is</p> <p>9 not approved, and then it can either be tabled, brought</p> <p>10 back, or the Board may give directions to the staff as to</p> <p>11 how they'd like to proceed.</p> <p>12 ACTING CHAIR GONZALEZ: Thank you. Are there any</p> <p>13 other questions or comments from the Board?</p> <p>14 (No response.)</p> <p>15 ACTING CHAIR GONZALEZ: Okay. Andrea, did you receive</p> <p>16 any comments?</p> <p>17 MS. SAAH: Yes. So I would like to read the letter</p> <p>18 from Councilwoman Gauthier regarding this disposition and</p> <p>19 also the previous transfer.</p> <p>20 "Dear Executive Director Rodriguez, I am writing to</p> <p>21 express my support for the Board's agenda items related to</p> <p>22 the property in the Third Council District being reviewed by</p> <p>23 the Land Bank Board of Directors at this month's meeting.</p> <p>24 "The transfer of 1115 North 41st Street to PHDC is</p>	<p style="text-align: right;">Page 21</p> <p>1 item?</p> <p>2 (No response.)</p> <p>3 ACTING CHAIR GONZALEZ: Being none, so I will ask the</p> <p>4 question. Is there a motion?</p> <p>5 MR. BALLOON: I move that we approve the disposition.</p> <p>6 MR. SAUER: I'll second the motion.</p> <p>7 ACTING CHAIR GONZALEZ: All those in favor?</p> <p>8 (Chorus of ayes.)</p> <p>9 ACTING CHAIR GONZALEZ: Anyone opposed?</p> <p>10 (No response.)</p> <p>11 ACTING CHAIR GONZALEZ: Okay, motion carries. Thank</p> <p>12 you so very much. Moving on to the last item on the agenda</p> <p>13 is new and old business and public comments. Is there</p> <p>14 anyone from the public that wishes to speak?</p> <p>15 MR. RODRIGUEZ: Jihad Ali has his hand up.</p> <p>16 ACTING CHAIR GONZALEZ: So can we elevate them to</p> <p>17 panel? Please proceed, Mr. Ali.</p> <p>18 MR. ALI: Hello. Good afternoon. My name is Jihad</p> <p>19 Ali. I wanted to first make a comment about the resignation</p> <p>20 of Michael Koonce.</p> <p>21 As a citizen, I've attended this for years, and I</p> <p>22 followed Mr. Koonce when he was over at RDA. He's been an</p> <p>23 outstanding public servant, you know. I wish him the best.</p> <p>24 I think that he sets an example for all Board members. I</p>

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<p style="text-align: right;">Page 22</p> <p>1 mean, I've witnessed countless interesting conversations 2 between himself and the executive director of the Land Bank 3 on previous issues before, and I hope that somebody can 4 assume his role in advocating, on strong advocacy on behalf 5 of citizens and projects.</p> <p>6 I also wanted to make a comment about, I tried to 7 raise my hand for the adoption of the modification for the 8 agreement with PHDC as Andrea told you, but for some reason 9 I wasn't acknowledged by -- I quickly sent an email to 10 Andrea to tell her that I oppose that right to know 11 exception. You should have gotten that, because I could 12 only put one line in before I could send that.</p> <p>13 But my objection is to the proprietary rights in 14 there, and I'm surprised that this Board and particularly 15 members of this Board who are members of the administration 16 would not object to the exclusive exception of the right to 17 know clause in that document.</p> <p>18 And I'm just shocked that the Clarke administration 19 would accept this kind of agreement because the whole area 20 of right to know was so we didn't have secrets. There's not 21 supposed to be any secrets.</p> <p>22 And right now, as this is set up with the PHDC being 23 on, having this management role and not subject to the right 24 to know, there's the possibility of secrets.</p>	<p style="text-align: right;">Page 24</p> <p>1 deliberations and activities happen separate.</p> <p>2 I do not answer to the PHDC Board, never attended 3 their Board meetings, deliberately, because they have no 4 standing at Land Bank or PRA.</p> <p>5 MR. ALI: Well, I thank you, but it just seems, if 6 you're an employee, I just wonder why wouldn't you have to 7 recuse yourself if you're an employee of PHDC for that 8 action that you just voted on.</p> <p>9 MR. RODRIGUEZ: Well, I'm not a voting member. It's 10 up to the Board to decide. I don't recuse. I'm just 11 presenting.</p> <p>12 MR. ALI: All right. Well, thank you. I'll just have 13 to take this to somebody else that's listening. Thank you.</p> <p>14 ACTING CHAIR GONZALEZ: Thank you, Mr. Ali, and I do 15 apologize. I was unaware that you were raising your hand, 16 but we will make sure that we include your comments in the 17 minutes.</p> <p>18 Are there any other members of the public that wish to 19 speak?</p> <p>20 MR. RODRIGUEZ: Tawny Koslowsky.</p> <p>21 MS. KOSLOWSKY: Hello. My name is Tawny Koslowsky. I 22 actually joined this meeting because we received a notice on 23 a parcel that we are currently leasing from the Philadelphia 24 Land Bank. I have a two-part question.</p>
<p style="text-align: right;">Page 23</p> <p>1 And so I guess my fight next, I guess my concerns will 2 have to be voiced to somebody else, because it just doesn't 3 seem that the members of the Board are looking at that 4 particular issue.</p> <p>5 I mean, everybody's doing good work. Mr. Rodriguez, 6 you know, I don't agree with him all the time. He's doing 7 good work. The Land Bank is doing good work. But we cannot 8 have an organization that is shielded from the public view, 9 and as that is now, it is.</p> <p>10 Also, I would just like to ask, are any members of 11 this Board members of PHDC or paid by PHDC?</p> <p>12 MR. RODRIGUEZ: No. I would say, Mr. Ali, I 13 appreciate the nuance of what you're bringing up about 14 PHDC's, the non-profit PHDC I believe is what you're stating 15 is not subject to right to know in terms of their decisions.</p> <p>16 It should be noted, I am a PHDC employee and so is 17 everybody that is assigned to the Land Bank, but my focus -- 18 and this, the Board, I think I've never stated this directly 19 -- I am not subject to direction from PHDC's board or the 20 president and the CEO.</p> <p>21 I take direction from the Land Bank Board and I take 22 direction from the PRA Board, all right. And both entities 23 have their own -- obviously they are quasi-governmental, 24 subject to Sunshine Law and right to know, and all</p>	<p style="text-align: right;">Page 25</p> <p>1 First off, the Zoom meeting recording that I was sent 2 told me that it was going to start at 9:30. It did not 3 start at 9:30, and so I figured it was probably 10:30, but 4 when I logged in early for the 10:30 meeting, you guys were 5 almost completed.</p> <p>6 Is somebody -- is that correct? Because the 9:30 7 meeting that gets sent out when you register for these is 8 not real. I don't know if somebody needs to know about that 9 so that it can be changed, updated, what have you.</p> <p>10 MS. SAAH: I apologize for that miscommunication. The 11 information we sent out, the memorandum instructing people 12 how to register, states that the executive session starts at 13 9:30 and the public session starts at 10.</p> <p>14 So if you received different information than that, I 15 apologize and I will make sure that our IT Department 16 corrects that information.</p> <p>17 MS. KOSLOWSKY: Wonderful. Next time I'll log in at 18 10. Thank you so much for that clarification.</p> <p>19 The second thing is, the notice that we received on 20 the parcel that we are currently leasing stated that there 21 was going to be something in the agenda today, and when I 22 looked at the actual agenda, it was not there, so I just 23 logged in to make sure that I wasn't going to potentially 24 miss it.</p>

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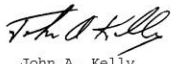
Exhibit A
Board of Directors
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<p style="text-align: right;">Page 26</p> <p>1 Is there somebody that could update me as to when the</p> <p>2 Philadelphia Land Bank is going to be meeting in regards to,</p> <p>3 and I'm going to pull it up now, the parcels -- there's a</p> <p>4 large number of parcels that somebody is trying to purchase</p> <p>5 for I think like \$1,000 a parcel. That was supposed to be</p> <p>6 on this meeting, and --</p> <p>7 MR. RODRIGUEZ: Yes. I can address that.</p> <p>8 MS. KOSLOWSKY: Thank you.</p> <p>9 MR. RODRIGUEZ: There was supposed to be a community</p> <p>10 meeting prior to returning that item to the Board. That</p> <p>11 community meeting did not happen before the allowable time</p> <p>12 before this Board meeting. Therefore, we removed that item</p> <p>13 from the agenda.</p> <p>14 The properties were posted because legally we have to</p> <p>15 do that should that community meeting have happened and</p> <p>16 there was compliance. That's why the properties were</p> <p>17 posted.</p> <p>18 Once there's compliance with the community meeting --</p> <p>19 I believe there's supposed to be one March 20th -- in which</p> <p>20 case after that we would be getting a report showing</p> <p>21 compliance with the stipulation as outlined by the Board.</p> <p>22 And then that would be added to the agenda for April,</p> <p>23 and we would be posting that, I believe, five to ten days in</p> <p>24 advance of that Board meeting on April 9th.</p>	<p style="text-align: right;">Page 28</p> <p>1 happens.</p> <p>2 MR. JOHNSON: Okay. Thank you. That's all I wanted</p> <p>3 to ask.</p> <p>4 MR. RODRIGUEZ: Okay.</p> <p>5 ACTING CHAIR GONZALEZ: Thank you, Mr. Johnson. Do we</p> <p>6 have any other members of the public?</p> <p>7 MS. NIXON: Yes. Can you hear me?</p> <p>8 ACTING CHAIR GONZALEZ: Yes. Please proceed, Ms.</p> <p>9 Nixon.</p> <p>10 MS. NIXON: How are you guys doing today? My quick</p> <p>11 question for you, so is the process still the same in</p> <p>12 obtaining land from the Land Bank? I know Jessie left and I</p> <p>13 have been working with him. I just wanted to know, is the</p> <p>14 application process still the same or has things changed?</p> <p>15 MR. RODRIGUEZ: Application process is the same. Just</p> <p>16 for future reference so everybody can know this, we don't</p> <p>17 change processes based on people, so the process is the</p> <p>18 process. If you have any questions, feel free to email me</p> <p>19 directly if there's something that's unresolved.</p> <p>20 I will put my email in the chat for you and you can</p> <p>21 just email me about your application and we will get you the</p> <p>22 information you need.</p> <p>23 MS. NIXON: Okay. Great. Thank you so much. I</p> <p>24 appreciate it.</p>
<p style="text-align: right;">Page 27</p> <p>1 MS. KOSLOWSKY: Perfect. Thank you so much. So a</p> <p>2 question for that. Given that these parcels range across</p> <p>3 Philadelphia, do they need to have a community meeting in</p> <p>4 every single one of these areas, districts, etcetera?</p> <p>5 MR. RODRIGUEZ: Yes. Everything for disposition, for</p> <p>6 development that is brought before the Board is required to</p> <p>7 have an initial information community meeting.</p> <p>8 MS. KOSLOWSKY: Wonderful. Those are all of my</p> <p>9 questions. Thank you so much for your time.</p> <p>10 ACTING CHAIR GONZALEZ: Thank you, Ms. Koslowsky.</p> <p>11 Is there any member from the public that wishes to</p> <p>12 comment?</p> <p>13 MR. RODRIGUEZ: We have Eric Johnson.</p> <p>14 ACTING CHAIR GONZALEZ: Okay. Mr. Johnson?</p> <p>15 MR. JOHNSON: Hi. Good morning, Board members. I</p> <p>16 just had a question. I wanted to know, when does Phase III</p> <p>17 of the Minority Development Program start accepting</p> <p>18 applications? Are you privy to that information?</p> <p>19 MR. RODRIGUEZ: We have not set that date at this</p> <p>20 current time, but what we will do is we will post where the</p> <p>21 -- we will put that up there. I'll put the link to the</p> <p>22 program in the chat and also in the Q&A, actually, the chat.</p> <p>23 And then if you log into our web site, you can ask to</p> <p>24 be informed and that way you can get notification when that</p>	<p style="text-align: right;">Page 29</p> <p>1 ACTING CHAIR GONZALEZ: Thank you, Ms. Nixon.</p> <p>2 Any other members of the public? Mr. Nicholson?</p> <p>3 MR. NICHOLSON: Yes.</p> <p>4 ACTING CHAIR GONZALEZ: Please proceed with your</p> <p>5 comment.</p> <p>6 MR. NICHOLSON: Yes. So Jessie Lawrence doesn't work</p> <p>7 with the Land Bank anymore?</p> <p>8 MR. RODRIGUEZ: No, he does not.</p> <p>9 MR. NICHOLSON: Okay. So I submitted an application</p> <p>10 before for about four properties. I was also denied for</p> <p>11 them, you know. What could possibly have been the reason</p> <p>12 for that?</p> <p>13 MR. RODRIGUEZ: You would have been issued a letter,</p> <p>14 sir, and if you would like, you can -- I put my email in the</p> <p>15 chat. You can reach out to me and I can set up a meeting</p> <p>16 with you to explain why we didn't get a qualified</p> <p>17 application. You're more than welcome --</p> <p>18 MR. NICHOLSON: Okay. And for the new set of</p> <p>19 properties that you guys have available that you're going to</p> <p>20 try to release, is the same process? I'm just going to have</p> <p>21 to try a new application?</p> <p>22 MR. RODRIGUEZ: Correct.</p> <p>23 MR. NICHOLSON: Okay, and then just resubmit it to you</p> <p>24 guys?</p>

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Exhibit A

Board of Directors 03/12/2024

<p style="text-align: right;">Page 30</p> <p>1 MR. RODRIGUEZ: Correct.</p> <p>2 MR. NICHOLSON: Okay. Now, does it have to be the</p> <p>3 properties that you guys put in that list?</p> <p>4 MR. RODRIGUEZ: You can go to our web site, which I've</p> <p>5 put in the chat, and we have, all of our available</p> <p>6 properties are listed.</p> <p>7 Depending on the type of lease that you're proposing,</p> <p>8 whether it's a sideyard, open space or if you're proposing</p> <p>9 affordable housing, a business expansion, you would go to</p> <p>10 that section and then you would search for those properties</p> <p>11 to see if they're available.</p> <p>12 If they're not available, we would not accept an</p> <p>13 application. If they are available, you can submit an</p> <p>14 application. It has to be a complete application, and then</p> <p>15 we will respond if you're qualified, or if you're not</p> <p>16 qualified, you'll get a letter stating why it did not meet</p> <p>17 the qualifications.</p> <p>18 MR. NICHOLSON: Okay. All right. Thank you.</p> <p>19 ACTING CHAIR GONZALEZ: Thank you. Anyone else?</p> <p>20 (No response.)</p> <p>21 ACTING CHAIR GONZALEZ: Any other members of the</p> <p>22 public that wish to speak?</p> <p>23 (No response.)</p> <p>24 ACTING CHAIR GONZALEZ: Okay. No others?</p>	<p style="text-align: right;">Page 32</p> <p>1</p> <p>2</p> <p>3 C E R T I F I C A T I O N</p> <p>4</p> <p>5 I hereby certify that the foregoing proceedings, the</p> <p>6 Philadelphia Land Bank Board of Directors Meeting, were</p> <p>7 reported by me on March 12, 2024, and that I, John A. Kelly,</p> <p>8 read this transcript and attest that this transcript is a</p> <p>9 true and accurate record of the proceedings.</p> <p>10 By:</p> <p>11 </p> <p>12 John A. Kelly</p> <p>13 Court Reporter</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>
<p style="text-align: right;">Page 31</p> <p>1</p> <p>2 (No response.)</p> <p>3 ACTING CHAIR GONZALEZ: Okay. So --</p> <p>4 MR. BALLOON: Could I make a motion to adjourn?</p> <p>5 ACTING CHAIR GONZALEZ: Anyone else second?</p> <p>6 MR. SAUER: I'll second.</p> <p>7 ACTING CHAIR GONZALEZ: Okay. All those in favor?</p> <p>8 (Chorus of ayes.)</p> <p>9 ACTING CHAIR GONZALEZ: Meeting is adjourned. Thank</p> <p>10 you, everyone, for your time. Have a good one.</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	

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Exhibit B

RESOLUTION NO. 2024 - 4

RESOLUTION AUTHORIZING AGREEMENT FOR PROFESSIONAL SERVICES WITH CONNOR STRONG & BUCKELEW COMPANIES, LLC

WHEREAS, the Philadelphia Housing Development Corporation, as agent for the Philadelphia Land Bank (“**Land Bank**”), issued a Request for Proposals seeking proposals from qualified insurance brokerage firms to provide insurance, risk management, safety and loss control, claims and administrative services (collectively, the “**Insurance Services**”).

WHEREAS, the proposals were reviewed and evaluated by a selection committee (the “**Committee**”).

WHEREAS, the Committee selected Conner Strong and Buckelew Companies, LLC (“**CSB**”) to perform the Insurance Services under certain terms and conditions.

WHEREAS, the Board recognizes the need for prompt and timely management decisions and believes that the efficiency of the Land Bank’s operations will be enhanced if the Board authorizes an agreement for the Insurance Services with CSB, subject to the terms of this Resolution.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Philadelphia Land Bank (“**Board**”) that

1. The Executive Director, in the name of and on behalf of the Land Bank, is hereby authorized to enter into an agreement for Insurance Services with CSB for a one (1) year term, retroactive to January 1, 2024 and effective through December 31, 2024, with the option to renew for three (3) successive one (1) year renewal terms. The annual compensation shall not exceed Thirty-Six Thousand Dollars (\$36,000), to be paid in two equal installments, and the total compensation for all years shall not exceed One Hundred Forty-Four Thousand Dollars (\$144,000).
2. The Executive Director is further hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements and other documents, as may be necessary or desirable, to consummate and agreement for Insurance Services with CSB (collectively, the “**Transaction Documents**”) and, from time to time and at any time, amend, supplement, renew, and modify the Transaction Documents, or any of them, as may be necessary or desirable, subject to the terms of this Resolution. The Transaction Documents and any amendments, supplements, renewals, and modifications thereto shall contain such terms and conditions as the Executive Director, with the advice of Senior Counsel, shall deem necessary or appropriate subject to the terms of this Resolution and, when so executed and delivered by the Land Bank, shall constitute the valid and binding obligations of the Land Bank.
3. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
4. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on March 12, 2024.

Exhibit C

Andrea Saah

From: Jihad <jihadali557@gmail.com>
Sent: Tuesday, March 5, 2024 4:55 PM
To: Andrea Saah
Cc: David S. Thomas; Andrew Goodman
Subject: Subject: Management Contract between Philadelphia Housing Development Corporation and Philadelphia Land Bank

Follow Up Flag: Follow up
Flag Status: Flagged

External Email Notice. This email comes from outside of City government. Do not click on links or open attachments unless you recognize the sender.

Philadelphia Housing Development Corporation
1234 Market Street, 17th floor
Philadelphia, PA 19107

Subject: Request for Source Document and Approval Date of Original Management Contract Agreement between Philadelphia Housing Development Corporation and Philadelphia Land Bank

Dear General Counsel,

I am reaching out to inquire about the foundational management agreement with the Philadelphia Land Bank, as mentioned in the agenda for the upcoming Board meeting scheduled for March 12, 2024. The purpose of my request is two-fold:

1. To confirm the official approval date of the original agreement that is cited as the basis for the First Amendment to the
2. Amended and Restated Management Contract.
3. 2. To gain access to the source document of this pivotal First Amendment.

Despite a meticulous examination of the Land Bank's publicly available records, particularly the minutes from July—around the time the agreement was purportedly ratified—I was unable to uncover any substantive references to the approval or the document itself. Understanding these details is paramount for a complete and transparent assessment of the contractual rights and obligations binding the Philadelphia Land Bank and the Philadelphia Housing Development Corporation.

Should the precise approval date not be documented on the Philadelphia Land Bank website, or if the details are otherwise inaccessible, I kindly request a copy of the original agreement in question. A transparent revelation of such documents will considerably benefit our compliance with procedural norms and foster a clearer understanding of the Land Bank and Development Corporation's operations.

Exhibit C

I am hopeful that this matter can be resolved without necessitating a formal Right-to-Know request; however, I am prepared to proceed as such if it is indeed required by the protocol.

Anticipating the upcoming board meeting, I am optimistic that you can expedite this matter, potentially in time for the subject to be included in the upcoming discussions.

Thank you for your attention to this request. I await your prompt and cooperative response. Should further clarification be needed, please feel free to contact me at the details provided.

Best regards,

Jihad Ali
jihadali557@gmail.com

Exhibit D

RESOLUTION NO. 2024 - 5

RESOLUTION AUTHORIZING FIRST AMENDMENT TO AMENDED AND RESTATED MANAGEMENT CONTRACT BETWEEN THE PHILADELPHIA LAND BANK AND THE PHILADELPHIA HOUSING DEVELOPMENT CORPORATION

WHEREAS, on June 14, 2018, the Board of Directors of the Philadelphia Land Bank (the “**Board**”) adopted Resolution 2018-19, which authorized the Philadelphia Land Bank (the “**Land Bank**”) to enter into the Amended and Restated Management Contract with Philadelphia Housing Development Corporation (“**PHDC**”);

WHEREAS, the Land Bank and PHDC entered into the Amended and Restated Management Contract on December 18, 2020, effective retroactively to July 1, 2018 and continuing through June 30, 2019, with four additional (4) one-year renewal periods (the “**Contract**”), attached to this Resolution as **Exhibit A**;

WHEREAS, Resolution 2018-29 authorizes the Executive Director with the advice of Senior Counsel to modify the Amended and Restated Management Contract without further approval of the Board, provided that any modifications are, in the opinion of Senior Counsel, not material;

WHEREAS, PHDC and the Land Bank desire to amend the Contract to extend the term of the Contract as more particularly set forth in the First Amendment to the Contract, attached to this Resolution as **Exhibit B**, which, in the opinion of Senior Counsel, is material and, as a result, requires approval of the Board;

WHEREAS, the Board has considered the extension of the term of the Contract and finds that the adoption of this Resolution is in the best interests of the Land Bank;

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Philadelphia Land Bank that:

1. The Initial Term, as defined in Section II of the Contract, shall be deemed to extend, effective from the Extension Effective Date of July 1, 2023, for an additional four (4)-year term (the “Extension Term”). The Extension Term shall consist of four (4) consecutive one (1) year terms (each, a “Renewal Term”), each of which Renewal Terms shall automatically renew unless either party hereto provides written notice to the other party not fewer than ninety (90) days prior to the end of the then-current Renewal Term that such party intends not to further renew the Term of the Contract.
2. Except as set forth in the First Amendment, all other terms and provisions of the Contract shall remain unchanged and continue in full force and effect. In the event of any inconsistency between the Contract and the First Amendment, the First Amendment shall govern and control.
3. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
4. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on March 12, 2024.

Exhibit D

EXHIBIT A TO RESOLUTION

AMENDED AND RESTATED MANAGEMENT CONTRACT

THIS AMENDED AND RESTATED MANAGEMENT CONTRACT (this "Contract"), entered into as of this 18th day of December, 2020, effective the 1st day of July, 2018, by and between the PHILADELPHIA HOUSING DEVELOPMENT CORPORATION, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 1234 Market Street, 17th Floor, Philadelphia, Pennsylvania 19107 ("PHDC") and the PHILADELPHIA LAND BANK, a public body and a body corporate and politic established under the Pennsylvania Land Bank Legislation, Act 153 of 2012, with offices at 1234 Market Street, 16th Floor, Philadelphia, Pennsylvania 19107 (the "Land Bank").

WITNESSETH:

WHEREAS, in December 2012, the Commonwealth of Pennsylvania (the "Commonwealth") enacted the Pennsylvania Land Bank Legislation, Act 153 of 2012, authorizing, among other things, the creation of "land banks" by municipalities as tools to facilitate the return of vacant, abandoned and tax-delinquent properties to productive use; and

WHEREAS, in December 2013, the City of Philadelphia (the "City") enacted legislation creating the City's Land Bank, with its stated mission being "to return vacant property to productive status using a unified, predictable, and transparent process, thereby revitalizing neighborhoods, creating socially and economically diverse communities, and strengthening the City's tax base"; and

WHEREAS, the Land Bank and PHDC entered into a Management Contract dated July 17, 2015 as amended by a First Amendment to Management Contract dated May 27, 2016 (collectively, the "Agreements") and the Land Bank and PHDC desire to amend and restate the Agreements, as more specifically set forth in this Contract;

Exhibit D

WHEREAS, the Land Bank desires to engage PHDC, and PHDC is willing to assume the duties, to manage, oversee, and operate certain business activities of the Land Bank, as more specifically set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties hereby agree as follows:

I. SCOPE OF SERVICES

A. Subject to compliance with all applicable statutes, codes, regulations and collective bargaining agreements, the Land Bank and PHDC agree that PHDC, acting by and through its employee hired and/or appointed as the Executive Director of the Land Bank (the "Executive Director") in accordance with Section I.A.(1), shall manage, oversee and operate the everyday activities of the Land Bank and have all requisite duties and exclusive authority to act on behalf of and for the benefit of the Land Bank to:

(1) Hire and/or appoint an individual to serve as, and dismiss, if necessary, the Land Bank's Executive Director and the Land Bank's Senior Counsel ("Senior Counsel") in consultation with the Land Bank Board of Directors (the "Land Bank Board") and consistent with the Land Bank's approved budget for each respective year of employment for each such employee, as well as evaluate the performance of any such individuals; provided, however, PHDC further agrees that it shall not hire, appoint and/or dismiss any individual to serve as the Executive Director or Senior Counsel if such hiring, appointment and/or dismissal, as the case may be, is opposed by a majority of the Land Bank Board. Notwithstanding anything to the contrary herein, nothing herein shall prohibit PHDC from dismissing, terminating and or suspending the Executive Director and/or Senior Counsel without consultation with, or approval from, the Land Bank Board if such dismissal, termination or suspension is for "Cause". For purposes of this Contract, the term "Cause" shall mean (i) the willful commission of an act of fraud or dishonesty resulting in material economic or financial injury to PHDC or the Land Bank, or (ii) non-disclosed self-dealing, embezzlement or misappropriation of funds or property or breach of trust in connection with the Executive Director's or Senior Counsel's services hereunder, or (iii) the conviction of (or plea of nolo contendere to) a crime constituting a felony, or (iv) habitual insobriety or use of controlled substances (other than under the supervision of a

Exhibit D

licensed physician) in the course and scope of employment; or (v) habitual absenteeism, or (vi) the violation of any of PHDC's policies against unlawful harassment, or (vii) failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by PHDC to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation. For purposes of clarification, this provision is for the benefit of the parties to this Contract only and is not intended to confer any third party rights or benefits on the Executive Director or Senior Counsel as those positions remain at-will positions under the laws of the Commonwealth of Pennsylvania. In connection with any termination for Cause, PHDC shall provide the Land Bank Board Chair with prior notice and evidence substantiating such termination.

(2) Subject to Section I.A.(1), hire and/or appoint individuals, and dismiss any employees as is necessary to efficiently and effectively conduct the operations of the Land Bank consistent with the Land Bank's approved budget for each respective year of employment of each such employee, with notice thereof provided in progress reports presented by the Executive Director to the Land Bank Board during its meetings;

(3) Organize and reorganize the executive, financial, administrative, clerical and other activities of the Land Bank as necessary to efficiently and effectively conduct the operations of the Land Bank;

(4) Invest money of the Land Bank at the discretion of the Land Bank Board in instruments, obligations, securities or property determined proper by the Land Bank Board, as well as name and use depositories for the money of the Land Bank;

(5) Maintain fully correct and accurate financial books of account and records of the activities of the Land Bank in accordance with all applicable accounting regulations, and procedures;

(6) Pay all operational expenses and debts as required and deposit all receipts, in whatsoever form, from the operations of the Land Bank in the bank or other financial institution depository of the Land Bank;

Exhibit D

(7) File reports, tax returns, and applicable tax applications with government authorities required or allowed by law, which have been signed or approved by the authorized employee(s), officer(s), and/or Board member(s) of the Land Bank, as required; and

(8) Make presentations to the Land Bank Board when requested.

B. Upon authorization of the Land Bank Board and subject to compliance with all applicable statutes, codes, regulations, and collective bargaining agreements, the Land Bank and PHDC agree that PHDC shall have all requisite duties and exclusive authority to act on behalf of and for the benefit of the Land Bank to:

(1) Enter into contracts and other instruments necessary, incidental, or convenient to the performance of the duties, and the exercise of the powers, of the Land Bank, including those for the management of, the collection of rent from or the sale of real property of the Land Bank, as authorized by the Land Bank Board;

(2) Establish policies and protocols, as well as determine hours of operation and fix the duties, powers and compensation of employees, contractors, agents and consultants, as required to manage, oversee and operate the Land Bank in a professional and efficient manner in compliance with all applicable laws, regulations, codes and rules;

(3) Enter into contracts and intergovernmental cooperation agreements with municipalities for the performance of functions by municipalities on behalf of the Land Bank or by the Land Bank on behalf of municipalities;

(4) Procure and maintain insurance against losses in connection with the real property, assets, staff, and activities of the Land Bank including, without limitation, officers and directors insurance and general liability insurance;

(5) Design, develop, construct, demolish, reconstruct, rehabilitate, renovate, relocate, and otherwise improve real property or rights or interests in real property;

(6) Fix, charge, and collect rents, fees, and charges for use of real property of the Land Bank and any services provided by the Land Bank;

(7) Grant or acquire licenses, easements, leases, or options with respect to the real property of the Land Bank;

Exhibit D

(8) Initiate, defend against and otherwise participate in lawsuits and other legal, alternative dispute resolution, and administrative proceedings on behalf of the Land Bank to protect and advance its interests;

(9) Borrow from Federal government funds, the Commonwealth, private lenders or municipalities, as necessary, for the operation and work of the Land Bank;

(10) Issue negotiable revenue bonds and notes;

(11) Procure insurance or guarantees from the Federal government or the Commonwealth for the payment of debt incurred by the Land Bank and pay premiums in connection with any such insurance or guarantee; and

(12) Enter into partnerships, joint ventures and other collaborative relationships with municipalities and other public and private entities for the ownership, development, and disposition of real property.

C. PHDC shall perform such other and further duties that are authorized by the Land Bank Board and approved by the Board of Directors of PHDC, consistent with the effective and efficient management, oversight and operation of the business of the Land Bank, including, but not limited to, filing reports and making presentations with or to the Land Bank Board.

II. TERM

The term of this Contract shall commence on July 1, 2018 (the "Effective Date") and shall continue through June 30, 2019 (the "Initial Term"). The Initial Term of this Contract shall renew automatically for four (4) additional consecutive one-year periods (each a "Renewal Period"), unless either party provides written notice to the other at the corresponding address set forth above that the party does not desire to renew, with such notice being served at least ninety (90) days in advance of the end of the Initial Term or any Renewal Period. Upon termination, neither party shall have any further obligations under this Contract, except for the obligations which by their terms survive this termination as noted in Section XVII below.

III. COMPENSATION AND METHOD OF PAYMENT

A. As compensation for all services provided hereunder, the Land Bank shall pay PHDC, on a monthly basis the following:

Exhibit D

(1) The product of (i) a fraction, the numerator of which is the total number of hours of work performed by PHDC employees for, or on behalf of the Land Bank, in the invoiced month and the denominator of which is the total number of hours of work performed by PHDC employees in the invoiced month (all hours must be documented in PHDC's labor-allocation sheets); multiplied by (ii) the actual, aggregate amount of those general and administrative expenses specifically identified on Exhibit A, attached hereto and incorporated by reference, incurred by PHDC for the benefit of either PHDC or the Land Bank in the invoiced month; and

(2) A proportionate share of the salary and fringe benefit expenses for each PHDC employee who performs work related to Land Bank activities in a given month (each "Affected Employee") calculated by multiplying (i) the monthly salary and fringe benefit expenses incurred by PHDC in the invoiced month for an Affected Employee; and (ii) a fraction, the numerator of which is the total number of hours of work performed by an Affected Employee for, or on behalf of, the Land Bank in the invoiced month and the denominator of which is the total number of hours of work performed by an Affected Employee in the invoiced month. All hours must be documented in PHDC's labor-allocation sheets.

B. The Land Bank shall pay PHDC, as reimbursement for any fees for insurance brokerage services and automobile liability insurance premiums benefitting and/or covering the Land Bank paid by PHDC, as follows:

(1) Fees for insurance brokerage services shall be paid pursuant to that certain Limited Power of Attorney Procurement of Insurance Brokerage Services and Insurance dated June 12, 2017, attached hereto and incorporated by reference as Exhibit B; and

(2) Premiums for automobile liability insurance: A proportionate share of all premiums paid annually by PHDC for automobile liability insurance covering PHDC and the Land Bank calculated by multiplying (i) the total number of premiums paid annually by PHDC for automobile liability insurance covering PHDC and the Land Bank; and (ii) a fraction, the numerator of which is the total number of vehicles owned by PHDC assigned exclusively for use by the Land Bank and the denominator of which is the total number of vehicles owned by PHDC.

Exhibit D

Subject to Section III C, PHDC shall be paid, pursuant to Section III A and Section III B, after timely submission of invoices to the Land Bank, in the number, form, and content acceptable to the Land Bank, accompanied by such additional supporting information and documentation as the Land Bank may request. All payments to PHDC are contingent upon satisfactory performance of the terms and conditions of this Contract. PHDC shall submit its final invoice not more than sixty (60) days from the completion of the services provided hereunder.

C. The Land Bank reserves the right to withhold or offset against any funds payable to PHDC for any invoice for which the Land Bank asserts a discrepancy exists or for PHDC's failure to satisfactorily perform the terms of this Contract, as determined solely by the Land Bank.

D. PHDC shall, upon termination of this Contract, remit to the Land Bank an accounting of all funds received pursuant to this Contract and the Agreements. PHDC shall return to the Land Bank all funds provided hereunder which have not been expended for legitimate expenses. Final statement must be submitted to the Land Bank within sixty (60) days of the termination date.

IV. LAND BANK RESPONSIBILITY

The Land Bank shall remain responsible for (i) the operation, management, oversight, and conduct of the Land Bank and (ii) the actions of PHDC, and its agents and employees, only to the extent they relate to the operation, management, oversight, and conduct of the operations of the Land Bank. The Land Bank shall not in any way assign or transfer to PHDC: (a) the Land Bank's liability for any contracts, real property (including, by way of example and not limitation, rental and lease agreements), wages, utility bills, taxes or other costs and expenses, either as required or that are incidental to the operation of the Land Bank; or (b) the Land Bank's obligation and duties that are necessary for the retention of the "incidents of ownership" of the assets and control of the Land Bank. In addition to the general and administrative expenses set forth in Section III A and Section III B hereof, the Land Bank shall remain responsible for all expenses, costs, utilities, insurance, wages, and benefits of the Land Bank's employees (if any), contracts with third parties, taxes, premises liability, and all other claims, contracts, liabilities, and

Exhibit D

financial responsibility associated with the Land Bank's operations . The Land Bank is merely contracting with PHDC to provide management services.

V. PHDC RESPONSIBILITY

A. PHDC shall remain responsible for (i) the operation, management, oversight, and conduct of PHDC and (ii) the actions of PHDC, and its agents and employees, only to the extent they relate to the operation, management, oversight, and conduct of the non-Land Bank-related operations of PHDC.

B. Notwithstanding anything to the contrary set forth in Section III A and Section III B hereof, PHDC shall remain responsible for all expenses, costs, utilities, insurance, wages and benefits of PHDC's employees, contracts between PHDC and third parties, taxes, premises liability, and all other claims, contracts, liabilities, and financial responsibility associated with PHDC's business activities. PHDC is simply contracting with the Land Bank to provide management services.

C. Upon request by the Land Bank Board, PHDC shall make reports and presentations to the Land Bank Board relating to the management services provided under this Contract.

VI. INDEMNIFICATIONS

A. The Land Bank shall defend, indemnify, and hold PHDC and all of its directors, officers, and employees harmless, including, without limitation, attorneys' fees, for any and all claims of the Land Bank's vendors, employees, directors, suppliers, contractors, agents, and representatives, and all other claims, suits, damages, and losses to the extent arising out of or related to the Land Bank, its business operations, its real property, or any and all acts or omissions of the Land Bank. Except for claims asserted by PHDC's employees as provided below in Section VI B below, PHDC shall be added as an additional insured on all liability insurance policies of the Land Bank on a primary and noncontributory basis, excluding its Workers' Compensation and Employers Liability insurance and Officers Liability insurance.

B. PHDC shall defend, indemnify, and hold the Land Bank and all of its directors, officers, and employees harmless, including, without limitation, attorneys' fees, for any and all claims of PHDC's non-Land Bank-related vendors, employees, directors, suppliers, contractors, agents, and representatives, and all other claims, suits,

Exhibit D

damages and losses to the extent arising out of or related to the non-Land Bank-related acts or omissions of PHDC. Further, to the extent covered by any such applicable insurance, PHDC shall defend, indemnify, and hold the Land Bank harmless for any and all claims of PHDC's employees. In addition, the Land Bank shall be added as an additional insured on all liability insurance policies of PHDC solely to cover any non-Land Bank-related claims or claims of PHDC's employees on a primary and noncontributory basis, excluding its Workers' Compensation and Employers Liability insurance and Officers Liability insurance.

VII. INDEPENDENT CONTRACTOR

Notwithstanding anything contained herein to the contrary, all rights and duties hereby granted to and assumed by PHDC are those of an independent contractor only. Nothing contained herein shall create an employer/employee relationship between PHDC and the Land Bank, or their respective directors, officers, employees, agents, and representatives. The parties acknowledge and agree that it is their intention that PHDC and its directors, officers, employees, agents, and representatives shall be and remain independent contractors in connection with its relationship with the Land Bank and that this Contract shall not render PHDC, or its directors, officers, employees, agents, and representatives, an employee, partner, agent, or joint venturer of or with the Land Bank. The Land Bank shall not be responsible for withholding taxes with respect to compensation paid to PHDC, or its directors, officers, employees, agents, and representatives, hereunder or the compensation paid by PHDC to its directors, officers, employees, agents, and representatives. PHDC and its directors, officers, employees, agents, and representatives shall have no claim against the Land Bank hereunder or otherwise for, among other things, unpaid minimum wages, overtime premiums, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.

VIII. LAND BANK RECORDS

A. PHDC acknowledges and agrees that all records, data, materials, programs, plans, marketing strategies, financial information, business plans, technologies, Land Bank employee personnel files and medical records (if any), Land Bank employee health and other insurance (if any), Land Bank employee pension and other retirement

Exhibit D

benefit plans (if any), Land Bank employee fringe benefits (if any) and other information received or created by PHDC in connection with its performance of management services under this Contract (collectively, "Records") shall be maintained separately from any other records or information under PHDC's custody, control or possession.

B. Upon request, PHDC shall provide to the Land Bank Board, the Executive Director, and their agents, representatives, and consultants reasonable access to all Records, provided, PHDC takes all necessary and appropriate action required to comply or maintain compliance with all applicable laws, codes and regulations in providing any such access.

C. All Records shall at all times be and remain the exclusive property of the Land Bank and shall be returned to the Land Bank upon termination of this Contract.

D. All requests for Records, including, but not limited to, any governmental, judicial, or administrative orders, subpoenas, discovery requests, regulatory requests, or similar methods, shall be submitted to the general counsel and/or the individual appointed as the Right To Know Officer (the "RTKO") of the Land Bank. The general counsel and/or the RTKO of the Land Bank shall be responsible for responding to all such Records requests. Notwithstanding anything contained herein to the contrary, the Land Bank shall defend, indemnify, and hold PHDC harmless, including, without limitation, attorneys' fees, for any and all claims, suits, damages, and losses to the extent arising out of or related to any and all requests for Records, including, but not limited to, any responses, failures to respond and/or other acts, delays or omissions relating to any such requests.

E. Nothing in this Contract shall be deemed a waiver or release of, or supersede, modify or diminish, in any respect whatsoever, any of the Land Bank's rights or defenses under the Right To Know Law ("RTKL"), all of which are expressly reserved.

IX. PHDC PROPRIETARY RIGHTS

A. Definitions. For purposes of this Contract, "Confidential Information" means any data or information that is received or created by PHDC in connection with its non-Land Bank-related business and activities, and therefore proprietary exclusively to PHDC, and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited

Exhibit D

to: (i) HR information, records and materials including methods, programs, employee personnel files and medical records, health and other insurance, pension and other retirement benefit plans, fringe benefits, policies, plans, processes, specifications, characteristics, raw data, databases, formulations, know-how, experience and proprietary information; (ii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (iii) plans for programs or services, and client or contractor lists; (iv) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (vi) any other information that should reasonably be recognized as confidential information of PHDC, whether in writing or presented, stored or maintained in or by electronic, magnetic, digital, internet, computer or other means. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Land Bank acknowledges that the Confidential Information is proprietary to PHDC, has been developed and obtained through great efforts by PHDC and that PHDC regards all of its Confidential Information as trade secrets.

B. Exceptions to Confidential Information. Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Land Bank prior to receiving the Confidential Information from PHDC; (ii) becomes rightfully known to the Land Bank from a third-party source not known (after diligent inquiry) by the Land Bank to be under an obligation to PHDC to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Land Bank in breach of this Contract; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise required to be disclosed by law or regulation, although the requirements of this Section IX shall apply prior to any disclosure being made; and (v) is or has been independently developed by employees, contractors, consultants, or agents of the Land Bank without violation of the terms of this Contract or reference or access to any Confidential Information.

Exhibit D

C. Non-Disclosure to Third Parties. From time to time, PHDC may disclose or may have disclosed Confidential Information to the Land Bank or the Land Bank may gain access to or receive Confidential Information in the course of PHDC performing the services required under this Contract. The Land Bank will: (a) limit disclosure of any Confidential Information to those employees who have a need to know such Confidential Information, and will share with senior management of the Land Bank and the Land Bank Board only on a "need to know" basis, in connection with the performance by PHDC of such services, and only for that purpose; (b) advise any such employees of the proprietary nature of the Confidential Information and of the obligations set forth in this Contract and require such employees to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not share or disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). The Land Bank shall be responsible for any breach of this Contract by any of its directors, officers, employees, agents, or representatives.

D. Use of Confidential Information. The Land Bank acknowledges and agrees to not use the Confidential Information for any purpose other than as authorized by this Contract without the prior written consent of an authorized representative of PHDC. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Land Bank hereunder. Title to the Confidential Information will remain solely with PHDC. All use of Confidential Information by the Land Bank shall be for the benefit of PHDC and any modifications and improvements thereof by the Land Bank shall be the sole property of PHDC. Except as specifically permitted under this Contract, the Land Bank shall not, at any time now or in the future, directly or indirectly, use, publish, disseminate, or otherwise disclose any Confidential Information to any third party without the prior written consent of PHDC, which consent may be denied in each instance, and all of the same, together with publication rights, shall belong exclusively to PHDC.

E. Compelled Disclosure of Confidential Information. Notwithstanding anything in the foregoing to the contrary, the Land Bank may disclose Confidential Information pursuant to any governmental, judicial, or administrative order,

Exhibit D

subpoena, discovery request, regulatory request, or similar method, provided that the Land Bank promptly notifies, to the extent practicable, PHDC in writing of such demand for disclosure so that PHDC, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Land Bank's business (not targeted at PHDC), the Land Bank may promptly comply with such request provided the Land Bank gives (if permitted by such regulator) PHDC prompt notice of such disclosure. The Land Bank agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, PHDC with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if PHDC is unable to obtain or does not seek a protective order and the Land Bank is legally required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

F. Documents, etc. All documents, internet and electronic records, diskettes, tapes, procedural manuals, guides, specifications, plans, drawings, designs, and similar materials, lists of present, past or prospective HR information, records and materials including methods, programs, employee personnel files and medical records, health and other insurance, pension and other retirement benefit plans, fringe benefits, clients, contractors, contractor proposals, invitations to submit proposals, price lists and data relating to the pricing of PHDC's programs and services, records, notebooks and all other materials containing Confidential Information (including all copies and reproductions thereof), that come into the Land Bank's possession or control, whether prepared by the Land Bank or others: (a) are the property of PHDC, (b) will not be used by the Land Bank in any way, (c) will not be provided or shown to any third party by the Land Bank, (d) will not be removed from the Land Bank's or PHDC's premises, and (e) at the termination (for whatever reason), of PHDC's relationship with the Land Bank, will be left with, or forthwith returned by the Land Bank to PHDC.

G. RTKL Exemption Reservation. Nothing in this Contract shall be deemed a waiver or release of, or supersede, modify or diminish, in any respect whatsoever, PHDC's exemptions from, or rights or defenses under, RTKL, all of which are expressly reserved.

Exhibit D

X. WAIVER

Any waiver by either party of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers by either party shall be in writing.

XI. SEVERABILITY; REFORMATION

In case any one or more of the provisions or parts of a provision contained in this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Contract; and this Contract shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in this Contract shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

XII. HEADINGS

Headings and subheadings are for convenience only and shall not be deemed to be a part of this Contract.

XIII. AMENDMENTS

This Contract may be amended or modified, in whole or in part, only by an instrument in writing signed by all parties hereto.

XIV. NOTICES

Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified in the preamble to this Contract.

XV. COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

Exhibit D

XVI. GOVERNING LAW

This Contract shall be construed in accordance with and governed for all purposes by the laws of Pennsylvania applicable to contracts executed and wholly performed within such jurisdiction. Any dispute arising hereunder shall be referred to and heard in only a federal or state court located in Philadelphia, Pennsylvania.

XVII. SURVIVAL

The provisions of Sections III to VI, VIII to XI, and XV to XVII of this Contract shall survive the expiration of the Term or the termination of this Contract. This Contract supersedes all prior agreements, written or oral, between PHDC and the Land Bank relating to the subject matter of this Contract.

XVIII. NO THIRD PARTIES

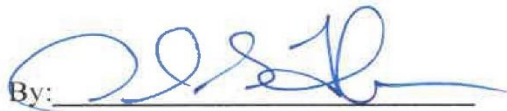
The parties agree that: (a) this Contract is for the benefit of the parties to this Contract and is not intended to confer any rights or benefits on any third party, except as set forth in Section VI; and (b) there are no third-party beneficiaries to this Contract or any specific term of this Contract, except as set forth in Section VI.

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Exhibit D

EXECUTED, under seal, effective as of the Effective Date.

**PHILADELPHIA HOUSING
DEVELOPMENT CORPORATION**

By: 

David Thomas
President

**PHILADELPHIA LAND
BANK**

By: 

Angel Rodriguez
Executive Director

Exhibit D

EXHIBIT A

PHDC's general and administrative expenses, to be allocated to the Land Bank pursuant to Section IIIA(1) are as follows:

- Fidelity Insurance
- Payroll Services
- Phone system (landlines)
- Unemployment compensation
- Prescription costs for PHDC employees.

Exhibit D

EXHIBIT B TO RESOLUTION

FIRST AMENDMENT

TO

AMENDED AND RESTATED MANAGEMENT CONTRACT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED MANAGEMENT CONTRACT (this "First Amendment") is entered into as of this _____ day of _____, 2024, and made effective retroactively to July 1, 2023 (the "Extension Effective Date"), by and between the PHILADELPHIA HOUSING DEVELOPMENT CORPORATION ("PHDC"), a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 1234 Market Street, 16 Floor, Philadelphia, Pennsylvania 19107, and the PHILADELPHIA LAND BANK (the "Land Bank") a public body and a body corporate and politic established under the Pennsylvania Land Bank Legislation, Act 153 of 2012, with its principal office located at 1234 Market Street, 16th Floor, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, PHDC and the Land Bank entered into a certain Amended and Restated Management Contract on December 18, 2020 and made effective retroactively to July 1, 2018 (the "Contract").

WHEREAS, PHDC and the Land Bank desire to amend the Contract to extend the term of the Contract as more particularly set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated herein by reference as if set forth at length.
2. **Term.** The Initial Term, as defined in Section II of the Contract, shall be deemed to extend from the Extension Effective Date, for an additional four (4) year term (the "Extension Term"). The Extension Term shall consist of four (4) consecutive one (1) year terms (each, a "Renewal Term"), each of which Renewal Terms shall automatically renew unless either party hereto provides written notice to the other party not fewer than ninety (90) days prior to the end of the then-current Renewal Term that such party intends not to further renew the Term of the Contract.
3. **Continuation of Contract.** Except as set forth in this First Amendment, all other terms and provisions of the Contract shall remain unchanged and continue in full force and effect. In the event of any inconsistency between the Contract and this First Amendment, this First Amendment shall govern and control.
4. **Entire Agreement.** This First Amendment represents the entire agreement between the parties regarding the subject matter contained in this First Amendment and there are no other terms, obligations, covenants, representations, statements or conditions oral or otherwise of any kind whatsoever between the parties regarding the subject matter contained in this First Amendment except as set forth in this First Amendment.
5. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Any signature delivered by a party by facsimile or other electronic transmission (including, without limitation, e-mail of a .pdf image) shall be deemed to be an original signature for all purposes.

Exhibit D

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by its duly authorized officials.

Approved as to Legal Form
Philadelphia Land Bank

By:
Attorney

PHILADELPHIA LAND BANK

By: _____
Angel Rodriguez, Executive Director

Approved as to Legal Form
Philadelphia Housing
Development Corporation

By:
Attorney

**PHILADELPHIA HOUSING
DEVELOPMENT CORPORATION**

By: _____
David S. Thomas, President and CEO

Exhibit E



**CITY OF PHILADELPHIA
CITY COUNCIL**

JAMIE R. GAUTHIER
ROOM 586, CITY HALL
Philadelphia, PA 19107
(215) 686-0460 or 0459
Fax 215-686-1929

COMMITTEES
Chair
Committee on Housing Neighborhood
Development and the Homeless

Vice Chair
Committee on Parks, Recreation, and
Cultural Affairs

Member
Committee on Public Property and
Public Work
Committee on Commerce and Economic
Development
Committee on Public Safety
Committee on Education
Committee on the Environment
Committee on People with Disabilities
and Special Needs
Committee on Children and Youth

March 6, 2024

Angel Rodriguez, Executive Director
Philadelphia Land Bank
1234 Market Street, 16th Floor
Philadelphia, PA 19107

Dear Executive Director Rodriguez:

I am writing to express my support for both agenda items related to property in the 3rd Council District being reviewed by the Land Bank Board of Directors at this month's meeting.

The transfer of 1115 N 41st Street to PHDC is part of a creative approach to engage a private landowner to protect East Parkside's North Star Park from closure or demolition. I am grateful for PHDC's willingness to explore novel pathways to better secure threatened community green spaces and food production spaces that fulfill the goals from the Land Bank Strategic Plan to facilitate the creation of socially and economically diverse communities.

Further, I am eager to see Mt Vernon Manor's Community Land Trust create four permanently affordable homeownership opportunities in Mantua. This will be the start of a model that to my knowledge does not exist elsewhere in West Philadelphia, and will offer genuinely affordable sales prices on new construction homes in the section of my District that has seen the highest permitting activity since 2020. I applaud Mt Vernon Manor for the time and thought they've put into this unique model – I know it can be replicable across City controlled vacant land all over the city.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "J. Gauthier".

Jamie R. Gauthier
Councilmember, 3rd District

Exhibit F

RESOLUTION NO. 2024 - 6

**RESOLUTION AUTHORIZING CONVEYANCE OF
1115 NORTH 41ST STREET
TO PHILADELPHIA HOUSING DEVELOPMENT CORPORATION**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank (the “**Land Bank**”) to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank in the form and by the method determined to be in the best interests of the Land Bank, subject to the terms and conditions of Chapter 16-404 of the Philadelphia Code.

WHEREAS, the Board of Directors (the “**Board**”) has determined that it is in the best interest of the Land Bank to convey 1114 North 41st Street (collectively, the “**Property**”) to the Philadelphia Housing Development Corporation (“**PHDC**”) for disposition, reuse and/or management as determined by PHDC.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Philadelphia Land Bank that:

1. The conveyance of the Property to PHDC for One and 00/100 U.S. Dollar (\$1.00) is in the best interests of the Land Bank and is hereby approved.
2. The conveyance of the Property complies with all applicable terms and conditions of Section 16-404 of the Philadelphia Code.
3. Subject to the terms of this Resolution, the Executive Director and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents, as may be necessary or desirable, to consummate the conveyance of the Property (collectively, the “**Transaction Documents**”) and, from time to time and at any time, amend, supplement, and modify the Transaction Documents, or any of them, as may be necessary or desirable. The Transaction Documents and any amendments, supplements, and modifications thereto shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate subject to the terms of this Resolution, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank.
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
5. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on March 12, 2024.
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Exhibit G

RESOLUTION NO. 2024 - 8

RESOLUTION AUTHORIZING CONVEYANCE OF 708, 710, 714 AND 723 NORTH SHEDWICK STREET TO MT. VERNON MANOR COMMUNITY LAND TRUST

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank (“**Land Bank**”) to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank in the form and by the method determined to be in the best interests of the Land Bank, subject to approval by resolution of Philadelphia City Council, and subject further to the terms and conditions of Chapter 16-404 of the Philadelphia Code.

WHEREAS, the Board of Directors (the “**Board**”) has determined that it is in the best interests of the Land Bank to convey 708, 710, 714 and 723 North Shedwick Street (collectively, the “**Property**”) to a Community Land Trust to be established by Mt. Vernon Manor, Inc. (the “**Purchaser**”) for the development of four (4) affordable single-family homes to be sold to home purchasers with a household income at or below Eighty Percent (80%) of Area Median Income, with the land on which the homes are located to be leased instead of sold to the homeowners as a means of maintaining long-term affordability for future home purchasers;

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Philadelphia Land Bank that:

1. The conveyance of the Property to the Purchaser for Four and 00/100 Dollars (\$4.00) is in the best interests of the Land Bank and is hereby approved, subject to approval by resolution of Philadelphia City Council.
2. The conveyance of the Property complies with all applicable terms and conditions of Section 16-404 of the Philadelphia Code, subject to approval by resolution of Philadelphia City Council.
3. Subject to the terms of this Resolution, the Executive Director and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents, as may be necessary or desirable, to consummate the conveyance of the Property (collectively, the “**Transaction Documents**”) and, from time to time and at any time, amend, supplement, and modify the Transaction Documents, or any of them, as may be necessary or desirable. The Transaction Documents and any amendments, supplements, and modifications thereto shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate subject to the terms of this Resolution, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank.
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
5. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on March 12, 2024.

APRIL 9, 2024 PLB BOARD MEETING

MATERIALS FOR AGENDA ITEM IV.A.1

RESOLUTION NO. 2024 - ____

**RESOLUTION AUTHORIZING CONVEYANCE OF 6657-59 BLAKEMORE STREET;
50, 56, 60-74, 101 COLLOM STREET; 67, 83, 85, 87 CHURCH LANE;
45, 47, 51 EAST GARFIELD STREET; 5417, 5423-27, 5429-43, 5513, 5515 LENA STREET; 4949,
4951, 6526-34 GERMANTOWN AVENUE; 117 MANHEIM STREET;
36, 38, 40, 42, 44, 46, 63 EAST WISTER STREET
TO PHILADELPHIA HOUSING AUTHORITY**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank (the “**Land Bank**”) to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank in the form and by the method determined to be in the best interests of the Land Bank, subject to the terms and conditions of Chapter 16-404 of the Philadelphia Code.

WHEREAS, the Board of Directors (the “**Board**”) has determined that it is in the best interests of the Land Bank to convey 6657-59 Blakemore Street; 50, 56, 60-74 and 101 Collom Street; 67, 83, 85 and 87 Church Lane; 45, 47 and 51 East Garfield Street; 5417, 5423-27, 5429-43, 5513 and 5515 Lena Street; 4949, 4951 and 6526-34 Germantown Avenue; 117 Manheim Street; and 36, 38, 40, 42, 44, 46 and 63 East Wister Street (the “**Property**”) to the Philadelphia Housing Authority (the “**PHA**”) for disposition, reuse and/or management as determined by the PHA.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Philadelphia Land Bank that:

1. The conveyance of the Property to the PHA for One and 00/100 U.S. Dollar (\$1.00) is in the best interests of the Land Bank and is hereby approved.
2. The conveyance of the Property complies with all applicable terms and conditions of Section 16-404 of the Philadelphia Code.
3. Subject to the terms of this Resolution, the Executive Director and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents, as may be necessary or desirable, to consummate the conveyance of the Property (collectively, the “**Transaction Documents**”) and, from time to time and at any time, amend, supplement, and modify the Transaction Documents, or any of them, as may be necessary or desirable. The Transaction Documents and any amendments, supplements, and modifications thereto shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate subject to the terms of this Resolution, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank.
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
5. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on _____.

Approved by Philadelphia City Council Resolution No. _____ dated _____.

Nature of Transaction: The Philadelphia Land Bank (the PLB) will facilitate the conveyance of title of this property, which is owned by the Philadelphia Redevelopment Authority (the PRA), to the Philadelphia Housing Authority (PHA):

- The conveyance of the property will be for disposition, reuse, and management by PHA.
- The property listed below was approved for conveyance by the PRA to the Philadelphia Land Bank and by the Philadelphia Land Bank to PHA in collaboration with the 8th Councilmanic District Office.

PROPERTY INFORMATION: 6657-59 Blakemore Street; 50, 56, 60-74 and 101 Collom Street; 67, 83, 85 and 87 Church Lane; 45, 47 and 51 E. Garfield Street; 5417, 5423-27, 5429-43, 5513 and 5515 Lena Street; 4949, 4951, 6526-34 Germantown Avenue; 117 Manheim Street; 36, 38, 40, 42, 44, 46 and 63 E. Wister Street – CD8 (*all properties being transferred by the Philadelphia Redevelopment Authority to the Land Bank*)

PLB Conveyance: The property will be conveyed to PHA for nominal consideration, pursuant to Section 2109 of Land Bank Act, 68 Pa. C.S.A. § 2109(d)(3), after the property has been transferred by the PRA to the PLB.

APRIL 9, 2024 PLB BOARD MEETING

MATERIALS FOR AGENDA ITEM IV.A.2

RESOLUTION NO. 2024 - ____

**RESOLUTION AUTHORIZING CONVEYANCE OF 4310R HAVERFORD AVENUE AND
4419R MARKET STREET TO PHILADELPHIA HOUSING AUTHORITY**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank (the “**Land Bank**”) to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank in the form and by the method determined to be in the best interests of the Land Bank, subject to the terms and conditions of Chapter 16-404 of the Philadelphia Code.

WHEREAS, the Board of Directors (the “**Board**”) has determined that it is in the best interests of the Land Bank to convey 4310R Haverford Avenue and 4419R Market Street (the “**Property**”) to the Philadelphia Housing Authority (the “**PHA**”) for disposition, reuse and/or management as determined by the PHA.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Philadelphia Land Bank that:

1. The conveyance of the Property to the PHA for One and 00/100 U.S. Dollar (\$1.00) is in the best interests of the Land Bank and is hereby approved.
2. The conveyance of the Property complies with all applicable terms and conditions of Section 16-404 of the Philadelphia Code.
3. Subject to the terms of this Resolution, the Executive Director and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents, as may be necessary or desirable, to consummate the conveyance of the Property (collectively, the “**Transaction Documents**”) and, from time to time and at any time, amend, supplement, and modify the Transaction Documents, or any of them, as may be necessary or desirable. The Transaction Documents and any amendments, supplements, and modifications thereto shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate subject to the terms of this Resolution, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank.
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
5. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on _____.

Approved by Philadelphia City Council Resolution No. _____ dated _____.

Nature of Transaction: The Philadelphia Land Bank (the PLB) will facilitate the conveyance of title of this property, which is owned by the Philadelphia Redevelopment Authority (the PRA), to the Philadelphia Housing Authority (PHA):

- The conveyance of the property will be for disposition, reuse, and management by PHA.
- The property listed below was approved for conveyance by the City to the Philadelphia Land Bank and by the Philadelphia Land Bank to PHA in collaboration with the 3rd Councilmanic District Office.

PROPERTY INFORMATION: 4310R Haverford Avenue; 4419R Market Street – CD3 (both properties being transferred by the City of Philadelphia to the Land Bank)

PLB Conveyance: The property will be conveyed to PHA for nominal consideration, pursuant to Section 2109 of Land Bank Act, 68 Pa. C.S.A. § 2109(d)(3), after the property has been transferred by the PRA to the PLB.

APRIL 9, 2024 PLB BOARD MEETING
MATERIALS FOR AGENDA ITEM V.A.1

RESOLUTION NO. 2024 – ____

**RESOLUTION AUTHORIZING CONVEYANCE OF
311 DIAMOND STREET; 2219, 2231, 2233, 2335, 2250, 2301, 2303 NORTH LAWRENCE STREET;
2047, 2112, 2128, 2132, 2142, 2146, 2152, 2208, 2214, 2230, 2234, 2238, 2355, 2365, 2405, 2407, 2419, 2423,
2425, 2433 NORTH 3RD STREET; 1820, 1943, 2236, 2405 NORTH 4TH STREET;
1804, 1806, 2005, 2120, 2122, 2126, 2136, 2148, 2154, 2166, 2211, 2217, 2225 NORTH 5TH STREET
TO BMK PROPERTIES, LLC**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank (“**Land Bank**”) to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank in the form and by the method determined to be in the best interests of the Land Bank, subject to approval by resolution of Philadelphia City Council, and subject further to the terms and conditions of Chapter 16-404 of the Philadelphia Code.

WHEREAS, the Board of Directors (the “**Board**”) has determined that it is in the best interests of the Land Bank to convey 311 Diamond Street; 2219, 2231, 2233, 2335, 2250, 2301 and 2303 North Lawrence Street; 2047, 2112, 2128, 2132, 2142, 2146, 2152, 2208, 2214, 2230, 2234, 2238, 2355, 2365, 2405, 2407, 2419, 2423, 2425 and 2433 North 3rd Street; 1820, 1943, 2236 and 2405 North 4th Street; and 1804, 1806, 2005, 2120, 2122, 2126, 2136, 2148, 2154, 2166, 2211, 2217 and 2225 North 5th Street (collectively, the “**Property**”) to BMK Properties, LLC (the “**Purchaser**”).

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Philadelphia Land Bank that:

1. The conveyance of the Property to the Purchaser for Forty-Five Thousand and 00/100 Dollars (\$45,000.00) is in the best interests of the Land Bank and is hereby approved, subject to approval by resolution of Philadelphia City Council.
2. The conveyance of the Property complies with all applicable terms and conditions of Section 16-404 of the Philadelphia Code, subject to approval by resolution of Philadelphia City Council.
3. Subject to the terms of this Resolution, the Executive Director and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents, as may be necessary or desirable, to consummate the conveyance of the Property (collectively, the “**Transaction Documents**”) and, from time to time and at any time, amend, supplement, and modify the Transaction Documents, or any of them, as may be necessary or desirable. The Transaction Documents and any amendments, supplements, and modifications thereto shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate subject to the terms of this Resolution, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank.
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
5. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on _____.

Philadelphia City Council Resolution No. _____ dated _____

DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024

1. ADDRESS:

311 Diamond St; 2219, 2231, 2233, 2235, 2250, 2301, 2303 N Lawrence St; 2047, 2112, 2128, 2132, 2142, 2146, 2152, 2208, 2214, 2230, 2234, 2238, 2355, 2365, 2405, 2407, 2419, 2423, 2425, 2433 N 3rd St; 1820, 1943, 2236, 2405 N 4th St; and 1804, 1806, 2005, 2120, 2122, 2126, 2136, 2148, 2154, 2166, 2211, 2217, 2225 N 5th St

2. PROPERTY INFORMATION

Zip Code: 19122, 19133	Census Tract: 13200, 16300, 15600, 16200, 16400	Council District: 7
Zoning: CMX2, RM1, RSA5	Lot Area: 41037 SF	
OPA Value: \$2,820,300.00	Appraised Value: \$3,095,000.00	
Redevelopment Area: N/A	Urban Renewal Area: N/A	

3. APPLICANT INFORMATION

Applicant Name: BMK Properties, LLC	Type: Business / Legal Entity
Entity Owners: Mohamed Rushdy and Lawrence McKnight	
Mailing Address: 3020 Richmond Street, Philadelphia, PA 19134	
Authorized Contact: Mohamed Rushdy	
Application Date: February 21, 2023	

4. PROJECT INFORMATION

Disposition Type: Non-Comp: 51% of Site as Affordable, Workforce, or Mixed Income Housing	Strategic Plan Goal (Land Bank Only): Housing – Workforce (61% - 120% AMI)
Price Paid at Settlement: \$45,000	Proposed Use: Residential
Development Type: New Construction	No. of Buildings: 45
Units: 45 units - Residential	End User: Sale to Homebuyer
Gross Floor Area (sq. ft.): 45,000 SF	Construction Cost / sq. ft.: 45 units at \$180 each
Construction Costs: \$8,178,198	Project Funding Available: Committed and Verified – Applicant has provided documentation of available, committed funds in an amount no less than total project costs.
Total Project Costs: \$9,845,698	Mortgage Amount: \$N/A

5. APPROVALS, DEADLINES, EOP

Agreement Executed: TBD	Economic Opportunity Plan Goals: MBE – 25% and WBE – 10%
Land Bank Board Approval: TBD	PRA Board Approval: N/A
Construction Commencement Deadline: 3 months after settlement	Construction Completion Deadline: 18 months after settlement

DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024

6. DEVELOPMENT SUMMARY

A. How was title acquired?

Title for most properties is held by the Land Bank. The one property owned by the PRA has all the approvals to be transferred to the Land Bank.

B. Application Summary:

BMK Properties will develop forty-five (45) affordable units at 100% AMI. The application was unsolicited and evaluated pursuant to the disposition policy. An EOP plan will apply for this project.

C. Unit Details:

- 45 Total Units
- Homeownership
- Purchasers' income may not exceed 100% AMI, and units will be sold for a maximum sale price of \$280,000.
- Forty-five (45) single-family two-story, affordable units with finished basement, containing 3 bedrooms and 2 baths at 1000 SF each
- Eligible for Neighborhood Preservation Initiative's Turn The Key Program.

D. Summary of Restrictions or Covenants:

This transaction is subject to the following only if the box is checked:

☒ Irrevocable Power of Attorney ☒ Right of Re-entry/Reverter

A Declaration of Restrictive Covenants will be placed on all the units to ensure that the homes will remain affordable for a minimum of 15 years, and purchasers for the affordable units will be income-certified.

E. Community Outreach:

- Staff received a completed Community Outreach Package to confirm a community meeting was held:
☒ Yes ☐ No ☐ N/A
- Meeting Date (if applicable): March 20, 2024

7. STAFF RECOMMENDATION

Staff recommends the disposition of forty-five (45) parcels to BMK Properties for development as forty-five (45) affordable single-family homeownership units.

Prepared by: Todd Hestand - Senior Development Specialist

Reviewed by: Angel Rodriguez – Executive Director, Philadelphia Land Bank

Attachments - If box below is checked, the item is attached.

- ☒ Property photos
- ☒ Site Map
- ☒ Floor Plans
- ☒ Sources and Uses (Excel spreadsheet)
- ☒ Appraisal Summary Pages

DEVELOPMENT FACT SHEET

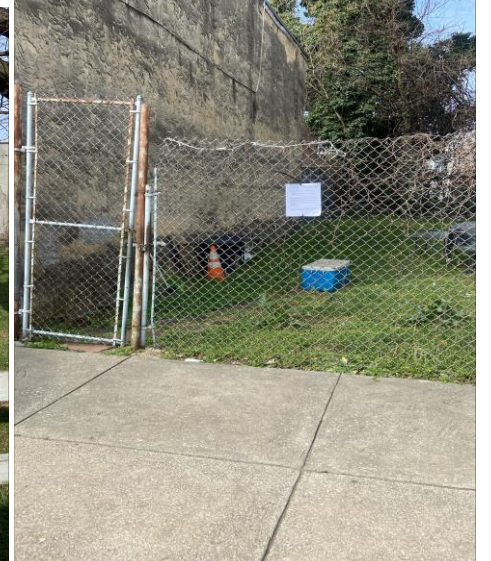
Last Updated: April 4, 2024

SITE POSTING PHOTOS



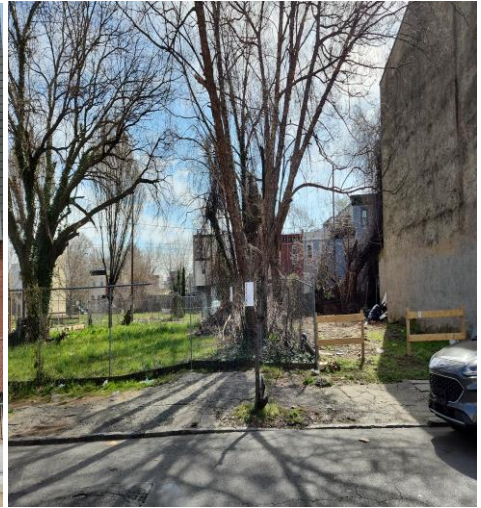
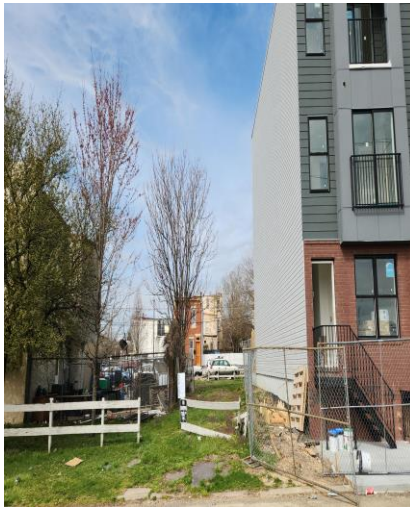
DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024



DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024



DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024



DEVELOPMENT FACT SHEET

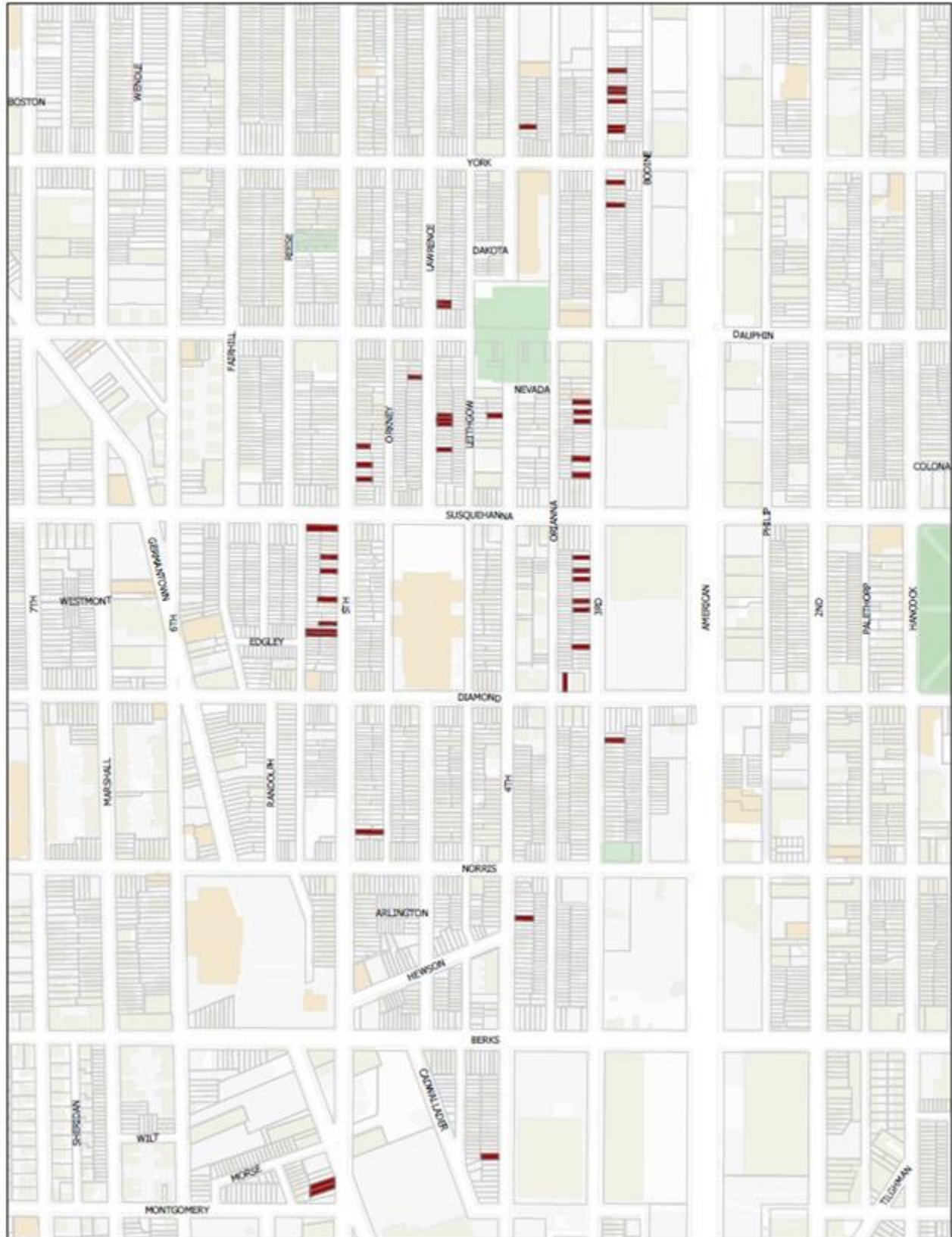
Last Updated: April 4, 2024



DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024

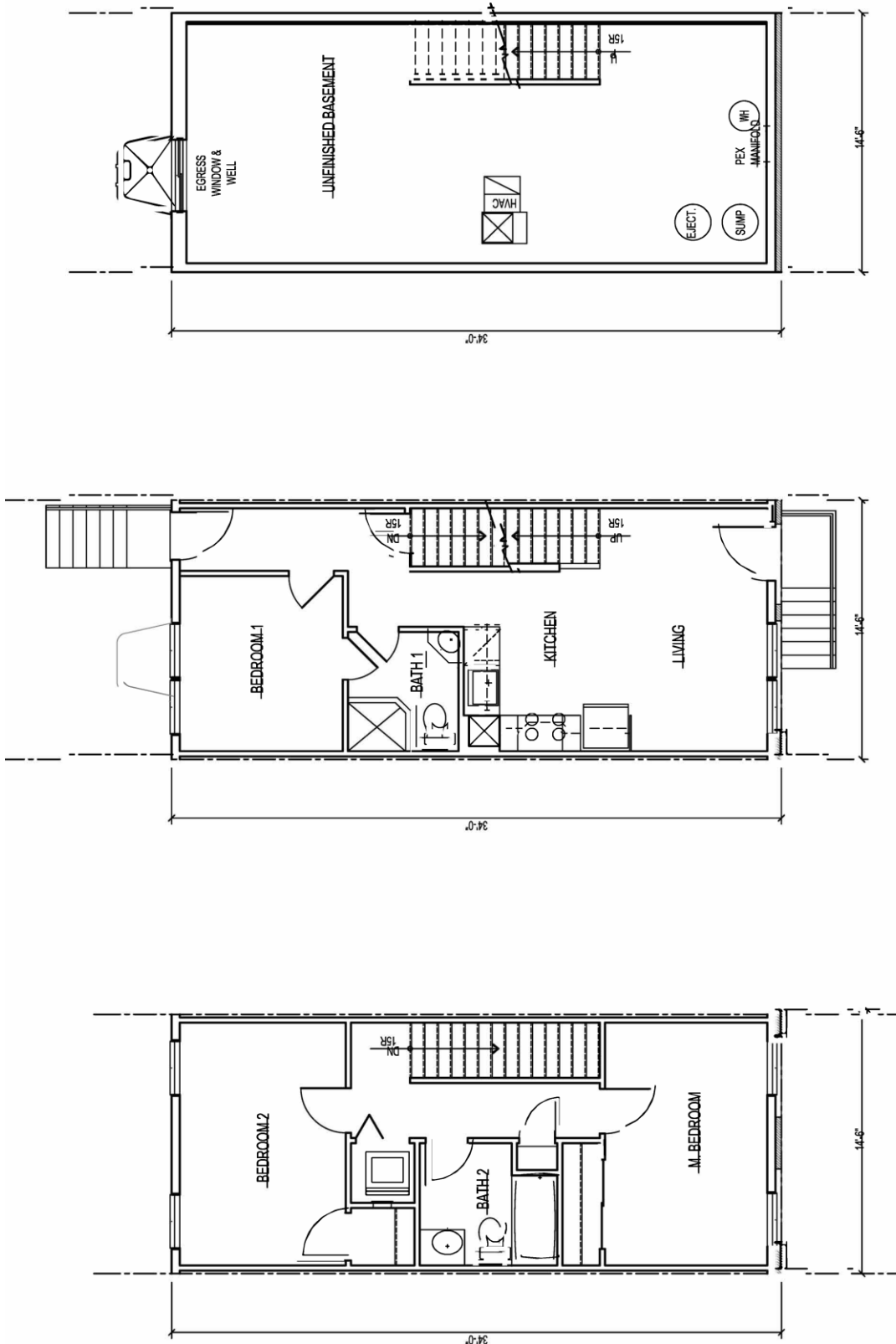
SITE PLAN



DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024

FLOOR PLANS



UNFINISHED BASEMENT PLAN

SCALE: 1/4" = 1'-0" (22x34)
SCALE: 1/8" = 1'-0" (11x17)

1

FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0" (22x34)
SCALE: 1/8" = 1'-0" (11x17)

2

SECOND FLOOR PLAN

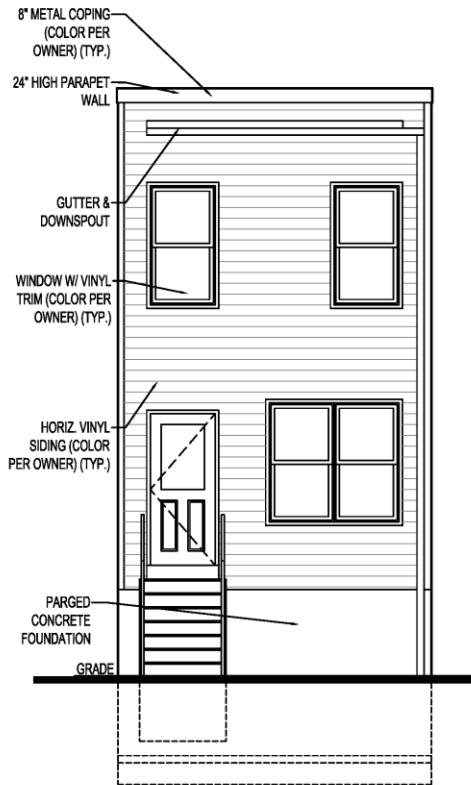
SCALE: 1/4" = 1'-0" (22x34)
SCALE: 1/8" = 1'-0" (11x17)

3

DEVELOPMENT FACT SHEET

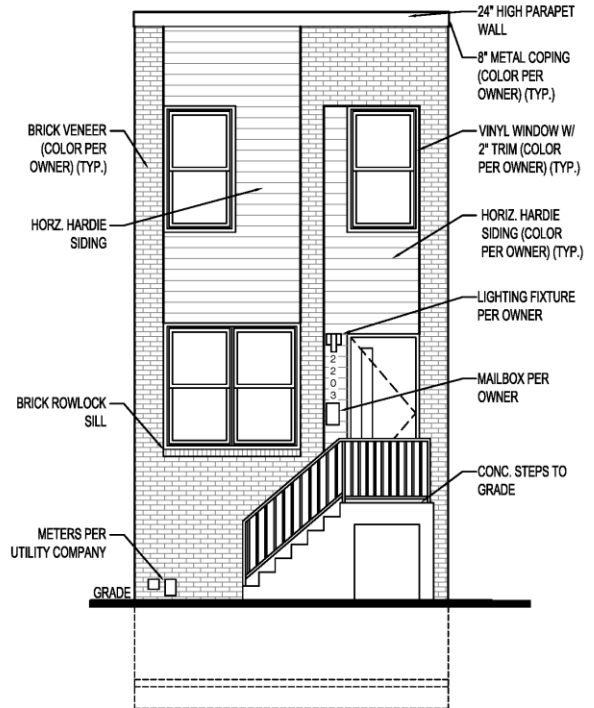
Last Updated: April 4, 2024

ELEVATIONS



2 REAR ELEVATION

SCALE: 1/4" = 1'-0" (22x34)
SCALE: 1/8" = 1'-0" (11x17)



1 FRONT ELEVATION

SCALE: 1/4" = 1'-0" (22x34)
SCALE: 1/8" = 1'-0" (11x17)

DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024

DEVELOPMENT BUDGET/ SOURCES AND USES OF FUNDS

Applicant: BMK Homes

Property Address: 45 PROPERTIES IN THE 7TH DISTRICT

SOURCE OF FUNDS

Committed (Y/N)	Source	% Total	Indicate Source and, if applicable, describe
	\$8,685,000.00	86%	BANK
	\$1,418,698.00	14%	LP EQUITY
		0%	
	\$0.00	0%	
	\$0.00	0%	
	\$0.00		
TOTAL SOURCE OF FUNDS	\$10,103,698.00	100%	

USE OF FUNDS

HARD COSTS

ACQUISITION

Cost	% Total
Property Acquisition	\$45,000.00 0.46%
Closing Costs	\$33,198.00 0.34%
Other - describe in space to the right	\$0.00 0.00%

UNIT CONSTRUCTION

Complete table at bottom of page	\$8,100,000.00 82.27%
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OTHER CONSTRUCTION

Landscaping	\$0.00 0.00%
Permits	\$0.00 0.00%
Clearance and Demolition	\$0.00 0.00%
Utility Connections & Tap Fees	\$0.00 0.00%

INFRASTRUCTURE

Streets and Sidewalks	\$0.00 0.00%
Water and Sewer	\$0.00 0.00%
Stormwater & Drainage	\$0.00 0.00%
Impact Fees	\$0.00 0.00%

OTHER HARD COSTS

Hard Cost Contingency	\$0.00 0.00%
Other - describe in space to the right	\$0.00 0.00%
Other - describe in space to the right	\$0.00 0.00%
Other - describe in space to the right	\$0.00 0.00%

TOTAL HARD COSTS

\$8,178,198.00

SOFT COSTS

PROFESSIONAL FEES

Site Planning		0.00%
Architecture & Engineering	\$450,000.00	4.57%
Legal	\$60,000.00	0.61%
Consultant	\$0.00	0.00%
Survey	\$0.00	0.00%
Market Study	\$0.00	0.00%
Environmental	\$0.00	0.00%
Organization Expense	\$0.00	0.00%
Other Consultants		0.00%

FINANCE COSTS

Construction Loan Interest	\$360,000.00	3.66%
Construction Origination	\$50,000.00	0.51%
Appraisal	\$30,000.00	0.30%
Construction Insurance	\$87,500.00	0.89%
Property Taxes	\$25,000.00	0.25%

OTHER SOFT COSTS

Holding Costs	\$0.00	0.00%
Soft Cost Contingency		0.00%
Developer Fee, if applicable	\$275,000.00	2.79%
Other - describe in space to the right	\$60,000.00	0.61%
Other - describe in space to the right	\$270,000.00	2.74%
Other - describe in space to the right	\$0.00	0.00%

TOTAL SOFT COSTS

\$1,667,500.00

TOTAL DEVELOPMENT COST

\$9,845,698.00	0.00%
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Construction/Rehab. Costs

	Unit Description	Unit Sq. Ft.	Cost/Sq. Ft.	Unit Cost	# Units	Total Const. Cost	Total Sq. Ft.	Total Sq. Ft. %
1	100% AMI 2 story	1,000	\$180.00	\$180,000.00	45	\$8,100,000.00	45,000	100.00%

DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024

APPRAISAL SUMMARY

Lot #	Location	Use	CD	Land Area (sqft)	Agency	Zoning	OPA Value 2023	Opinion Of Value
1	2236 N 04th St	Vacant Lot	7	787	PLB	RSA5	\$53,300	\$60,000
2	2219 N Lawrence St	Vacant Lot	7	675	PLB	RSA5	\$37,300	\$40,000
3	2231 N Lawrence St	Vacant Lot	7	676	PLB	RSA5	\$36,200	\$40,000
4	2355 N 03rd St	Vacant Lot	7	876	PLB	RM1	\$58,600	\$60,000
5	2365 N 03rd St	Vacant Lot	7	868	PLB	RM1	\$58,400	\$60,000
6	2405 N 03rd St	Vacant Lot	7	725	PLB	RM1	\$30,500	\$60,000
7	2405 N 04th St	Vacant Lot	7	786	PLB	RSA5	\$53,700	\$60,000
8	2407 N 03rd St	Vacant Lot	7	668	PLB	RM1	\$30,500	\$60,000
9	2419 N 03rd St	Vacant Lot	7	870	PLB	RM1	\$33,800	\$60,000
10	2433 N 03rd St	Vacant Lot	7	840	PLB	RM1	\$33,800	\$60,000
11	2233 N Lawrence St	Vacant Lot	7	677	PLB	RSA5	\$36,200	\$40,000
12	2423 N 03rd St	Vacant Lot	7	858	PLB	RM1	\$33,800	\$60,000
13	2425 N 03rd St	Vacant Lot	7	777	PLB	RM1	\$33,800	\$60,000
14	2047 N 3rd St	Vacant Lot	7	971	PLB	RM1	\$106,000	\$80,000
15	1943 N 04th St	Vacant Lot	7	934	PLB	RM1	\$108,900	\$70,000
16	2112 N 03rd St	Vacant Lot	7	848	PLB	RM1	\$58,600	\$80,000
17	2128 N 03rd St	Vacant Lot	7	740	PLB	RM1	\$52,300	\$60,000
18	2132 N 3rd St	Vacant Lot	7	750	PLB	RM1	\$52,300	\$60,000
19	2142 N 03rd St	Vacant Lot	7	764	PLB	RM1	\$52,300	\$60,000
20	2146 N 03rd St	Vacant Lot	7	762	PLB	RM1	\$52,300	\$60,000
21	2152 N 03rd St	Vacant Lot	7	743	PLB	RM1	\$52,300	\$60,000
22	1804 N 05th St	Vacant Lot	7	1454	PLB	RSA5	\$175,500	\$130,000
23	1806 N 05th St	Vacant Lot	7	1478	PLB	RSA5	\$175,500	\$115,000
24	311 Diamond St	Vacant Lot	7	840	PLB	RM1	\$15,400	\$80,000
25	1820 N 04th St	Vacant Lot	7	1020	PLB	RSA5	\$142,800	\$80,000

DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024

26	2208 N 03rd St	Vacant Lot	7	1032	PLB	RM1	\$70,900	\$80,000
27	2214 N 03rd St	Vacant Lot	7	1052	PLB	RM1	\$70,900	\$80,000
28	2230 N 03rd St	Vacant Lot	7	826	PLB	RM1	\$58,800	\$80,000
29	2234 N 03rd St	Vacant Lot	7	837	PLB	RM1	\$58,800	\$80,000
30	2005 N 05th St	Vacant Lot	7	1391	PLB	RM1	\$110,900	\$115,000
31	2235 N Lawrence St	Vacant Lot	7	683	PLB	RSA5	\$36,200	\$40,000
32	2238 N 03rd St	Vacant Lot	7	932	PLB	RM1	\$10,900	\$80,000
33	2120 N 05th St	Vacant Lot	7	1738	PLB	RM1	\$81,600	\$85,000
34	2122 N 05th St	Vacant Lot	7	1708	PLB	RM1	\$81,600	\$85,000
35	2126 N 05th St	Vacant Lot	7	715	PLB	RM1	\$47,800	\$60,000
36	2136 N 05th St	Vacant Lot	7	1018	PLB	RM1	\$68,500	\$80,000
37	2166 N 05th St	Vacant Lot	7	2026	PLB	CMX2	\$170,000	\$155,000
38	2148 N 05th St	Vacant Lot	7	823	PLB	RM1	\$55,000	\$60,000
39	2154 N 05th St	Vacant Lot	7	806	PLB	RM1	\$55,000	\$60,000
40	2250 N Lawrence St	Vacant Lot	7	597	PLB	RM1	\$55,000	\$40,000
41	2225 N 05th St	Vacant Lot	7	680	PLB	RSA5	\$46,500	\$60,000
42	2211 N 05th St	Vacant Lot	7	791	PLB	RM1	\$52,300	\$60,000
43	2217 N 05th St	Vacant Lot	7	828	PLB	RM1	\$52,500	\$60,000
44	2301 N Lawrence St	Vacant Lot	7	567	PLB	RSA5	\$31,500	\$40,000
45	2303 N Lawrence St	Vacant Lot	7	600	PRA	RSA5	\$31,500	\$40,000

APRIL 9, 2024 PLB BOARD MEETING
MATERIALS FOR AGENDA ITEM V.A.2

RESOLUTION NO. 2024 – ____

**RESOLUTION AUTHORIZING CONVEYANCE OF
2502, 2503, 2542, 2552 AND 2559 NORTH 28TH STREET
TO SOAR CITY DEVELOPMENT CO.**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank (the “**Land Bank**”) to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank in the form and by the method determined to be in the best interests of the Land Bank, subject to approval by resolution of Philadelphia City Council, and subject further to the terms and conditions of Chapter 16-404 of the Philadelphia Code.

WHEREAS, the Board of Directors (the “**Board**”) has determined that it is in the best interests of the Land Bank to convey 2502, 2503, 2542, 2552 and 2559 North 28th Street (collectively, the “**Property**”) to Soar City Development Co., a Pennsylvania corporation (the “**Purchaser**”).

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Philadelphia Land Bank that:

1. The conveyance of the Property to the Purchaser for Five Thousand and 00/100 U.S. Dollars (\$5,000.00) is in the best interests of the Land Bank and is hereby approved, subject to approval by resolution of Philadelphia City Council.
2. The conveyance of the Property complies with all applicable terms and conditions of Section 16-404 of the Philadelphia Code, subject to approval by resolution of Philadelphia City Council.
3. Subject to the terms of this Resolution, the Executive Director and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents, as may be necessary or desirable, to consummate the conveyance of the Property (collectively, the “**Transaction Documents**”) and, from time to time and at any time, amend, supplement, and modify the Transaction Documents, or any of them, as may be necessary or desirable. The Transaction Documents and any amendments, supplements, and modifications thereto shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate subject to the terms of this Resolution, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank.
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
5. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on _____.

Philadelphia City Council Resolution No. _____ dated _____.

DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024

1. **ADDRESS:** 2502, 2503, 2542, 2552, and 2559 N 28th Street

2. PROPERTY INFORMATION

Zip Code: 19132	Census Tract: 016901	Council District: 5
Zoning: RSA-5	Lot Area: 5,507 SF	
OPA Value: \$242,900	Appraised Value: \$104,000	
Redevelopment Area: N/A	Urban Renewal Area: N/A	

3. APPLICANT INFORMATION

Applicant Name: Soar City Development Co	Type: Business / Legal Entity
Entity Owners: Ibraheim Campbell	
Mailing Address: 1500 Chestnut Street, #1676, Philadelphia, PA 19102	
Authorized Contact: Ibraheim Campbell	
Application Date: April 18, 2023	

4. PROJECT INFORMATION

Disposition Type: Non-Comp: 51% of Site as Affordable, Workforce, or Mixed Income Housing	Strategic Plan Goal (Land Bank Only): Housing – Workforce (61%-120% AMI)
Price Paid at Settlement: \$5,000	Proposed Use: Residential
Development Type: New Construction	No. of Buildings: 5
Units: 5 units - Residential	End User: Sale to Homebuyer
Gross Floor Area (sq. ft.): 5,000 SF	Construction Cost / sq. ft.: \$175.00
Construction Costs: \$1,050,685.00	Project Funding Available: Acceptable Plan Verified – Applicant has provided documentation of reasonable ability to obtain necessary funds in tan amount no less than total project costs.
Total Project Costs: \$1,184,784.00	Mortgage Amount: \$N/A

5. APPROVALS, DEADLINES, EOP

Agreement Executed: TBD	Economic Opportunity Plan Goals: MBE – 40% and WBE – 20%
Land Bank Board Approval: TBD	PRA Board Approval: N/A
Construction Commencement Deadline: 3 months after settlement	Construction Completion Deadline: 18 months after settlement

DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024

6. DEVELOPMENT SUMMARY

A. How was title acquired?

The Land Bank acquired 2502 N. 28th Street in 2015. All other properties were acquired by the City between 1984 and 1988 and have all the approvals to be transferred to the Land Bank.

B. Application Summary:

Soar City Development Co will develop five (5) affordable single-family units to be sold at 100% AMI. The application was unsolicited and evaluated pursuant to the disposition policy. An EOP plan will apply for this project.

C. Unit Details:

- 5 Total Units
- Homeownership
- Maximum sale price of \$280,000
- Target households with incomes at or below 100% AMI
- Each unit is two stories, without a basement, containing 3 bedrooms and 1-1/2 bathrooms.
- Approximately 1,200 SF each.
- Eligible for Neighborhood Preservation Initiative's Turn The Key Program.

D. Summary of Restrictions or Covenants:

This transaction is subject to the following only if the box is checked:

☒ Irrevocable Power of Attorney ☒ Right of Re-entry/Reverter

A Declaration of Restrictive Covenants will be placed on all the units to ensure that the homes will remain affordable for a minimum of fifteen (15) years, and purchasers for the affordable units will be income-certified.

E. Community Outreach:

- Staff received a completed Community Outreach Package to confirm a community meeting was held:
☒ Yes ☐ No ☐ N/A
- Meeting Date (if applicable): January 4, 2024

7. STAFF RECOMMENDATION

Staff recommends the disposition of 2502, 2503, 2542, 2552, and 2559 N 28th Street to Soar City Development Co for their proposed development of five (5) affordable homeownership units.

Prepared by: Todd Hestand – Senior Development Specialist

Reviewed by: Angel Rodriguez – Executive Director

Attachments - If box below is checked, the item is attached.

- ☒ Property photos
- ☒ Site Map
- ☒ Floor Plans
- ☒ Sources and Uses (Excel spreadsheet)
- ☒ Appraisal Summary Pages

DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024

SITE PHOTOS



DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024



DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024



DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024

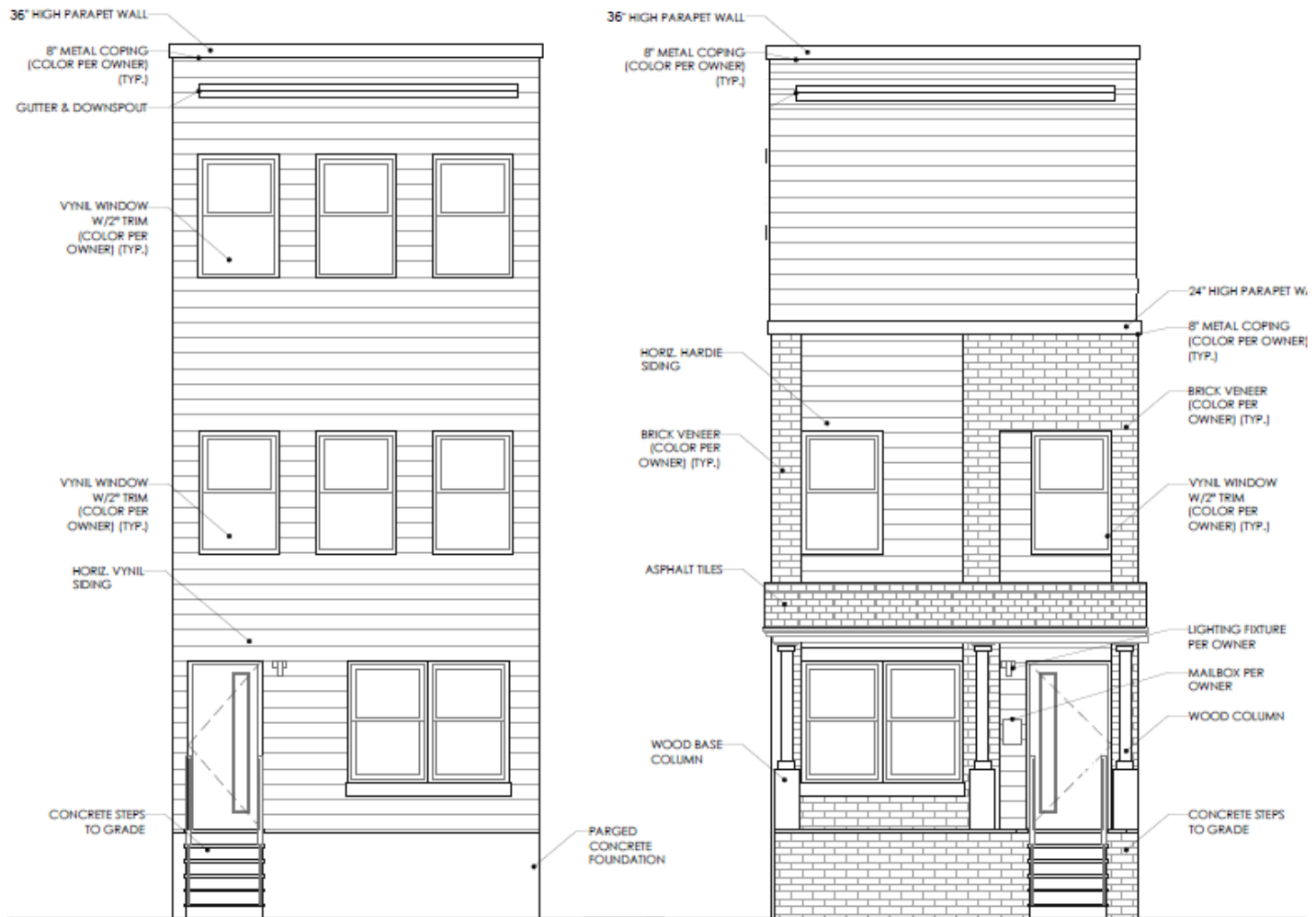
SITE MAP



DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024

ELEVATION PLANS



BACK ELEVATION

SCALE 1/4" = 1'-0"

FRONT ELEVATION

SCALE 1/4" = 1'-0"

DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024

FLOOR PLANS



DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024

DEVELOPMENT BUDGET/ SOURCES AND USES OF FUNDS

Applicant: Soar City Development Co.
Property Address: *5 AH Development* Philadelphia, PA 19132

SOURCE OF FUNDS

Committed (Y/N)	Source	% Total	Indicate Source and, if applicable, describe
	\$978,822.00	75%	Reinvestment Fund CDFI
	\$261,019.00	20%	Philadelphia Accelerator Fund
	\$65,255.00	5%	Developer equity
	\$0.00	0%	
TOTAL SOURCE OF FUNDS	\$1,305,096.00	100%	

USE OF FUNDS

HARD COSTS

ACQUISITION

Property Acquisition
 Closing Costs
 Other - describe in space to the right

Cost	% Total
\$5,000.00	0.38%
\$8,214.00	0.63%
\$0.00	0.00%

UNIT CONSTRUCTION

Complete table at bottom of page

\$1,050,000.00	80.45%
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OTHER CONSTRUCTION

Landscaping
 Permits
 Clearance and Demolition
 Utility Connections & Tap Fees

\$0.00	0.00%
\$12,456.00	0.95%
\$10,000.00	0.77%
\$12,000.00	0.92%

INFRASTRUCTURE

Streets and Sidewalks
 Water and Sewer
 Stormwater & Drainage
 Impact Fees

\$10,000.00	0.77%
\$13,456.00	1.03%
\$20,457.00	1.57%
\$19,456.00	1.49%

OTHER HARD COSTS

Hard Cost Contingency
 Other - describe in space to the right

\$39,696.00	3.04%
\$0.00	0.00%

TOTAL HARD COSTS

\$1,200,735.00	
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SOFT COSTS

PROFESSIONAL FEES

Site Planning
 Architecture & Engineering
 Legal
 Consultant
 Survey
 Market Study
 Environmental
 Organization Expense
 Other Consultants

\$19,457.00	1.49%
\$19,457.00	1.49%
\$0.00	0.00%
\$0.00	0.00%
\$14,592.00	1.12%
\$2,500.00	0.19%
\$9,728.00	0.75%
\$0.00	0.00%
\$0.00	0.00%

FINANCE COSTS

Construction Loan Interest
 Construction Origination
 Appraisal
 Construction Insurance
 Property Taxes

\$12,185.00	0.93%
\$11,788.00	0.90%
\$1,750.00	0.13%
\$1,000.00	0.08%
\$3,400.00	0.26%

OTHER SOFT COSTS

Holding Costs
 Soft Cost Contingency
 Developer Fee, if applicable
 Other - describe in space to the right

\$2,000.00	0.15%
\$6,504.00	0.50%
\$0.00	0.00%
\$0.00	0.00%

TOTAL SOFT COSTS

\$104,361.00	
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TOTAL DEVELOPMENT COST

\$1,305,096.00	0.00%
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Construction/Rehab. Costs

	Unit Description	Unit Sq. Ft.	Cost/Sq. Ft.	Unit Cost	# Units	Total Const. Cost	Total Sq. Ft.	Total Sq. Ft. %
1	Affordable	1,200	\$175.00	\$210,000.00	5	\$1,050,000.00	6,000	100.00%
	TOTALS			\$210,000.00	5	\$1,050,000.00	6,000	100.00%

DEVELOPMENT FACT SHEET

Last Updated: April 4, 2024

APPRAISAL SUMMARY

<u>Address</u>	<u>Ownership</u>	<u>Zoning</u>	<u>SF</u>	<u>Lot/Structure</u>	<u>OPA</u>	<u>Value</u>
2502 N. 28th Street	PLB	RSA-5	935	Lot	\$ 45,100	18000
2503 N. 28th Street	City	RSA-5	1354	Lot	\$ 53,000	25000
2542 N. 28th Street	City	RSA-5	970	Lot	\$ 45,500	18000
2552 N. 28th Street	City	RSA-5	961	Lot	\$ 45,500	18000
2559 N. 28th Street	City	RSA-5	1287	Lot	\$ 53,800	25000